



Cornell University
ILR School

Cornell University ILR School
DigitalCommons@ILR

Retail and Education Collective Bargaining
Agreements - U.S. Department of Labor

Collective Bargaining Agreements

9-25-1990

Orange County, Florida School Board and Orange County Classroom Teachers Association, Inc. (1990)

Follow this and additional works at: <https://digitalcommons.ilr.cornell.edu/blscontracts2>

Thank you for downloading an article from DigitalCommons@ILR.

Support this valuable resource today!

This Article is brought to you for free and open access by the Collective Bargaining Agreements at DigitalCommons@ILR. It has been accepted for inclusion in Retail and Education Collective Bargaining Agreements - U.S. Department of Labor by an authorized administrator of DigitalCommons@ILR. For more information, please contact catherwood-dig@cornell.edu.

If you have a disability and are having trouble accessing information on this website or need materials in an alternate format, contact web-accessibility@cornell.edu for assistance.

Orange County, Florida School Board and Orange County Classroom Teachers Association, Inc. (1990)

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

This digital collection is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial, educational use, only.

**CONTRACT BETWEEN
THE SCHOOL BOARD
OF
ORANGE COUNTY, FLORIDA**

AND

**THE ORANGE COUNTY
CLASSROOM TEACHERS
ASSOCIATION, INC.**

September 25, 1990 – June 30, 1993

**1990-91
EDITION**

CONTRACT
BETWEEN
THE SCHOOL BOARD
OF ORANGE COUNTY, FLORIDA
AND
THE ORANGE COUNTY
CLASSROOM TEACHERS ASSOCIATION, INC.

PREAMBLE

THIS AGREEMENT ENTERED INTO THIS 25TH DAY OF SEPTEMBER, 1990, BY AND BETWEEN THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, HEREINAFTER CALLED "THE BOARD" AND THE ORANGE COUNTY CLASSROOM TEACHERS ASSOCIATION, INC., HEREINAFTER CALLED THE "ASSOCIATION".

TABLE OF CONTENTS

Article I	Recognition	1
Article II	Negotiation Procedures	2
Article III	Grievance Procedure	4
Article IV	Association Rights	8
Article V	Dues Deduction	11
Article VI	Teacher Rights and Responsibilities	13
Article VII	Employment Conditions, Certificates and Contracts	17
Article VIII	Teacher Assignment/Transfers	21
Article IX	Administrative Vacancy	27
Article X	Assessment Procedure	28
Article XI	Personnel Records	31
Article XII	Teacher Discipline and Dismissal	33
Article XIII	Reduction in Force	38
Article XIV	Academic Freedom	40
Article XV	Publication and Creation of Material	41
Article XVI	Teacher Duty Day	42
Article XVII	Teacher Work Year	47
Article XVIII	Salary	50
Article XIX	Fringe Benefits	55
Article XX	Leaves of Absence	61
Article XXI	Instructional Materials and Supplies/Facilities and Equipment	70
Article XXII	Teacher Education	72
Article XXIII	Faculty Committee	73
Article XXIV	Management Rights	74
Article XXV	No Strike Clause	75
Article XXVI	Duration	76
Signature Page		76
Appendix A	Salary Schedule	77
Appendix B	Salary Supplement Schedule	78
Appendix B-1	Supplement Descriptions	86
Appendix C	Grievance Form	103
Appendix D	Observation Report Form	104
Appendix E	Assessment Report	105
Appendix F	School Year Calendar	106
Appendix G	Scheduling Variations	107
Appendix H	Sabbatical Leave	109
Appendix I	Summer Employment Variations	111
Appendix J	Seven Period Day	113
Appendix K	Year-round Schools	114
Appendix L	Health Insurance	117
Appendix M	Workers Compensation	121
Appendix N	Educational Reform	122
Glossary		124
Sick Leave Bank Enrollment/Withdrawal Form		126

ARTICLE I
RECOGNITION

- A. The Board hereby recognizes and acknowledges the Orange County Classroom Teachers Association, Inc., as the exclusive bargaining agent and agrees to negotiate with the Association's designated representative pursuant to the provisions of Part II, Chapter 447, Florida Statutes for all certified non-administrative personnel as defined herein, whether under contract or on Board-approved leave of absence.
- B. The Association acknowledges and recognizes the School Board of Orange County, Florida, as the duly elected representative of the people of Orange County, Florida, and agrees to negotiate with the Chief Executive Officer or his representative pursuant to the provisions of Part II, Chapter 447, Florida Statutes.
- C. The bargaining unit shall be defined as set forth by the Public Employees Relations Commission in Case Number 8H-RC-754-1039, Certificate Number 27, CERTIFICATION OF REPRESENTATION FOLLOWING ELECTION AND ORDER TO NEGOTIATE issued by the Florida Public Employees Relations Commission on the twenty-first day of May, 1975, to wit:
 - 1. INCLUDED: All certified non-administrative personnel including the following: teachers, teachers-county-wide, teachers-exceptional, teachers-gifted, speech therapists, teachers-specific learning disabilities, teachers-adult full-time, guidance personnel, occupational specialists, teachers-adult basic education, librarians/media specialists, deans, department chairpersons and compensatory education teachers.
 - 2. EXCLUDED: All other positions of the Orange County Public Schools are excluded.
 - 3. This definition shall be subject to PERC clarification of job titles and new job titles within the bargaining unit.
- D. Unless otherwise specified, terms used in this Contract shall be as defined in the Glossary of Terms which is incorporated into, and hereby made a part of this Contract.
- E. Any official notice between the Association and the Board required under this Contract shall be made by U.S. Mail at the current address of the party to be notified or by hand delivery to a designated representative of the party. Any change of address shall be communicated in writing to the other party.

ARTICLE II

NEGOTIATIONS PROCEDURES

- A. Except as stated below, both parties may select up to two (2) articles for negotiations each year of this agreement. Any items previously imposed by the Board, the calendar, salary and fringe benefits shall be automatically reopened each year. The parties agree to exchange these proposals by April 15 and to enter into negotiations by May 1, or at a mutually agreed upon time. The parties may mutually agree to negotiate other items.

In the calendar year in which this Contract expires, the parties agree to exchange proposals for a successor Contract by March 15 and to enter into negotiations in accordance with the procedures set forth herein and as found in Chapter 447 of the Florida Statutes by April 1, or at a mutually agreed upon time. The total Contract negotiated shall be reduced to writing and signed by the Board and the Association.

- B. If the negotiations described in this section reach impasse, the procedures as set forth in the Florida Statutes and/or the rules of the Public Employees Relations Commission shall be followed. At the request of either party, a mediator shall be appointed.
- C. Neither party shall have any control over the selection of the bargaining representatives of the other party, and the parties mutually pledge that their representatives will be empowered to reach tentative agreement on items being negotiated. Either party may utilize the services of outside consultants to assist in negotiations provided the party using the consultants shall pay for any cost incurred for such services.
- D. This Contract may not be modified in whole or in part except by mutual written agreement. During the term of this Contract, except as otherwise provided herein, neither party will be required to negotiate with respect to any such matter whether or not covered by this Contract.
- E. If any provision or application of this Contract is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The parties shall either immediately meet to reopen negotiations on that provision or application or mutually agree to deal with the matter in subsequent negotiations.
- F. The agreements in this Contract shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with the terms recorded herein.
- G. There shall be two (2) official signed copies of any final Contract. One (1) copy shall be retained by the Board and one (1) copy retained by the Association. The Board shall pay the cost of printing copies of this contract. The printing shall occur within thirty (30) days after ratification by both parties, unless an extension of time is mutually agreed upon. The Association shall be provided with copies equal to the number of employees in the bargaining unit plus 300 copies for the Association to distribute to new employees during the year.
- H. If bargaining meetings between the Board and the Association are mutually scheduled during the teacher duty day, members of the Association's bargaining team shall be relieved of their regular duties. For such meetings the Board shall provide substitutes for up to nine (9) members of the Association's team. Subject to the approval of the principal, members of the Association's bargaining team shall be permitted to leave at the end of the regular student day for bargaining preparation meetings.

- I. The parties agree that their representatives shall reduce tentative agreements to writing and that such agreements shall be submitted for ratification to the members of the bargaining unit and to the Board. Failure to ratify those tentative agreements submitted for approval shall make agreement on those tentative agreements null and void. If tentative agreements are rejected by either party, negotiations on those matters shall resume.
 1. If in the course of negotiations impasse is reached, the parties shall submit all tentative agreements reached prior to and during mediation for ratification prior to the beginning of the Special Master proceeding. Other items upon which tentative agreement has not been reached shall continue through the procedures as described in this Article.
 2. If tentative agreements are reached during or after the Special Master proceeding, such agreements shall be submitted for ratification prior to the beginning of the Public Hearing. If tentative agreements are reached on issues submitted to the Special Master and are not ratified by either party, those issues shall go to Public Hearing along with other items upon which no agreement was reached.

ARTICLE III

GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a dispute involving the interpretation or application of a provision(s) of this Contract. The grievance procedure set forth below shall be used for the settlement of said disputes.
- B. General Provisions:
1. A party to the grievance shall be granted a three (3) duty day extension at any point in the processing of the grievance, provided that party notifies the other party, in writing, unless waived, three (3) duty days prior to the date that the time period for the step would elapse. The time limits prescribed herein may be extended by mutual agreement of the parties.
 2. Whenever illness or other incapacity of a party to the grievance prevents attendance at a grievance meeting, the time limits shall be extended to such time that the party can be present, except that the grievant may appeal to the next step if the designated administrator is incapacitated beyond ten (10) duty days.
 3. If at any step in the grievance procedure, no disposition is made within the time limits prescribed for that step, the grievant shall have the right to proceed to the next step. If the grievant fails to appeal to the next step within the prescribed time limits, his right to proceed with his grievance shall be waived.
 4. For the purpose of processing an unresolved grievance at the end of post-planning, a duty day shall be defined as a day that the central administrative office is officially open for business.
 5. Any grievance pending at the time of expiration of this Contract shall be processed to completion, according to the provisions herein.
 6. All grievance meetings, including arbitration hearings, shall be held during the teacher duty day, unless the parties to such meetings mutually agree to hold such meetings at a time other than the teacher duty day. No employee shall suffer loss of pay for attending such meetings as a witness or party to the grievance.
 7. Nothing in this Article shall be construed to prevent any member of the bargaining unit from presenting at any time his own grievance, in person or by legal counsel, to his public employer, and having such grievance adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of this Contract, and if the Association has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.
 8. A grievant may have representation by the Association at any step of the grievance procedure. Representation by the Association shall include the right to speak and to present arguments and evidence on behalf of the Association or the grievant.
 9. Only a member of the bargaining unit, a group of members of the bargaining unit, or the Association may file a grievance. Whenever the word "grievant" is used herein it may refer to any of the above.

10. A grievant may withdraw his grievance at any step, but that same grievance may not be filed a second time, unless it is of a continuous nature.
11. If at any point during the processing of a grievance the grievant elects to seek resolution of a particular issue through a judicial or administrative agency proceeding, he shall waive the right to pursue that particular issue through the grievance procedure.
12. The Board shall assure the grievant and witnesses freedom from restraint, interference, coercion, discrimination or reprisal in the processing of any grievance.
13. The filing of a grievance shall in no way interfere with the right of the Board to carry out its management responsibilities, subject to the final decision on the grievance.
14. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the official personnel file of the grievant.
15. If a grievance arises as the result of a condition which the immediate supervisor is without jurisdiction to resolve, the grievance shall be filed at Step 3 after informal discussions with a representative of Employee Relations, and shall proceed through the grievance procedure from Step 3 forward.
16. Each written step in the grievance procedure shall be filed on a standard form as set forth in the appendices of this Contract, which is incorporated into and hereby made a part of this Contract.
17. The Association shall develop a grievance numbering system and shall inform the Director of Employee Relations of the grievance number, school and grievant's name when the written grievance is filed on the official grievance form.
18. The parties agree that tape recording of any grievance meeting, other than an arbitration hearing, shall not be done without the express permission of all persons present.

C. Informal Action - Step 1

If a member of the bargaining unit feels he has a grievance, he shall first discuss the matter in good faith with his immediate supervisor in an effort to resolve the problem informally. This informal action shall take place within twenty (20) duty days after the grievant knew, or should have known, of the incident which is the basis of the grievance. In this informal action, the grievant shall verbally advise his supervisor of the particular section of the Contract alleged to have been violated. The immediate supervisor will respond verbally within six (6) duty days after the informal meeting.

D. Formal Procedure

1. Step 2

If the informal action does not resolve the grievance satisfactorily, the grievant shall have the right to lodge a written grievance with his immediate supervisor within six (6) duty days following the verbal response of the supervisor. If such grievance is not lodged within six (6) duty days following conclusion of the informal action above, the right to proceed with the grievance procedure for this incident is waived. The written grievance shall be on a standard form as contained in the appendices to this Contract and shall

contain a concise statement of the facts upon which the grievance is based and a reference to the specific section of the Contract which is allegedly violated. A copy of the grievance shall be filed by the grievant with the Association. A response shall be made by the immediate supervisor, in writing, within six (6) duty days after the receipt of said grievance by the immediate supervisor. Copies shall be sent by the immediate supervisor to the Superintendent and the Association.

2. Step 3

If the grievant is not satisfied with the disposition of the grievance at Step 2, he may appeal the grievance on the same form to the Superintendent or his designee. Such appeal shall be made within six (6) duty days after the receipt of the decision by the immediate supervisor at Step 2. At the request of either party, the Superintendent or his designee shall meet with the grievant and his representative, or the grievance representative, within six (6) duty days. The Superintendent or his designee shall indicate the disposition of the grievance within six (6) duty days of such a meeting, if held, or within six (6) duty days of the date of appeal, and shall furnish a copy thereof to the grievant and the Association. At this step either party may introduce or present evidence to substantiate his position in the matter. At this meeting the grievant shall have the right to request appropriate administrators to be present, to receive evidence used by the Step 1 administrator to support his decision, and to present evidence.

3. Step 4

If the Association is not satisfied with the decision rendered after the review in Step 3 by the Superintendent or his designee, the grievance may be submitted for arbitration. The Association shall, within twenty (20) duty days after receipt of the decision of the Superintendent or his designee, notify the Superintendent of its intent to submit the grievance to arbitration.

E. Arbitration Provisions

1. If the Association elects to submit the grievance to arbitration, it shall, within fifteen (15) days of its notice to the Superintendent, request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are specially qualified to hear public sector grievances, from which the parties shall select an arbitrator by the alternate striking method or other mutually agreeable method.
2. If for some reason the arbitrator is unable to serve or the parties mutually agree that no person on the panel is suitable, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a new panel of seven (7) arbitrators from which an arbitrator will be selected in the same manner. This shall not preclude the parties from jointly selecting an arbitrator not listed on the panel.
3. All arbitration proceedings shall be conducted under and governed by the appropriate rules of the Federal Mediation and Conciliation Service.
4. The parties agree to accept the arbitrator's award as binding upon them.
5. The parties shall share equally the cost of arbitration.
6. Should either party request a stenographic transcript of the proceedings, then that party will bear the full costs for said transcript. If both parties mutually agree to a

stenographic transcript, then the cost of said transcript will be divided equally between the parties.

7. The parties may, by mutual agreement, elect to submit statements and proofs to the arbitrator in lieu of an oral hearing.
8. The parties anticipate that the arbitrator will issue his decision in a timely manner from the day of the close of the hearing or from the date that post-hearing briefs are submitted.
9. The Arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted.

F. Power of the Arbitrator

1. An arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this collective bargaining Contract.
2. He shall have no power to rule on the substantive reasons of the Board not to reemploy an annual contract teacher, placement of an annual contract teacher on a fourth year of annual contract or the decision not to continue any teacher in any extracurricular activity, provided that said reason does not amount to a violation, misinterpretation, or misapplication of this Contract. The arbitrator, however, shall have the power to rule on the procedural violations of the above.
3. He shall have no power to rule on an alleged violation, misinterpretation, or misapplication of School Board Policy provided said violation, misinterpretation, or misapplication was not also a violation, misinterpretation or misapplication of this Contract.

ARTICLE IV

ASSOCIATION RIGHTS

A. Use of Facilities

1. The Association's building unit may be permitted the use of its school's facilities for the purpose of conducting professional meetings. Such meetings shall be arranged in advance with the principal of the school in the manner in which such meetings are usually arranged and permission shall not be unreasonably denied.
2. The Association, with the worksite supervisor's consent, shall be permitted to use the school buildings for the purpose of holding Association meetings which include teachers other than those on that school staff, provided that the Association bears the actual cost of such meetings.
3. The Superintendent, or his designee, and the Association president, or his designee, will meet at mutually agreeable times to discuss issues which, through these discussions, could lead to improvement in the school system.
4. Upon conclusion of any faculty meeting, the Association faculty representative shall be given the opportunity to make announcements relating to official business of the Association, or the Association president or his designee may make announcements in lieu of the faculty representative. Continued attendance by teachers for these announcements shall be voluntary.
5. The Association faculty representative shall be entitled to hold Association meetings before, during, and after the teacher duty day; except during student contact time or during a period of assigned duty. The total of such meetings shall not exceed one (1) hour per month during the teacher duty day.

B. Access

The president of the Association, or his designee, shall have the right to visit work locations to confer with teachers and to investigate grievances under the following provisions:

1. The president or his designee shall check into the school office upon arrival and shall upon departure check out through the school office.
2. The number of designees may not exceed six (6) on any one given day or three (3) in any one work location at any one time unless with prior approval of the principal. When a PERC sanctioned representation challenge occurs, the challenging organization shall be granted no greater rights than the Association.
3. The principal, work location supervisor, or acting administrator will facilitate the visit by assigning a reasonable place for the Association representative to confer with teachers.
4. Visits with the teacher or group of teachers shall be permitted except during student contact time or during a period of assigned duty.
5. If so desired, the Association president or his designee(s) will have his presence announced by posting a notice on the teacher bulletin board or announced over the

intercom system during non-student hours with an indication of the place that the Association president or his designee(s) will be available. The announcement may be made by the principal or the faculty representative.

C. Communications

1. The Association shall have the exclusive right to bulletin board space of at least nine (9) square feet but not more than twelve (12) square feet in area, for the purpose of posting the following materials:

Recreational and social affairs of the Association

Association meetings

Association elections

Reports of Association committees

Association benefit programs

Current Association Contract

Training and educational opportunities

- a. If the teaching staff exceeds fifty (50) teachers, the Association may, at its own expense, provide an additional bulletin board subject to the provisions contained in this Article.
 - b. The Employee Relations Section shall receive a copy of all materials to be posted county-wide. The school principal shall receive a copy of all other materials to be posted by the Association faculty representative.
 - c. The bulletin board space shall be for the exclusive use of the Association. It shall be located in an area mutually determined by the principal and the Association faculty representative.
2. The Association shall be permitted use of the teacher mailboxes.
 3. The Association shall be permitted the exclusive use of the inter-school mail service for communication with members of the bargaining unit, provided that the Association shall not use the inter-school mail service to send out material derogatory to the Board, publications advocating legislative positions, other than mutually agreed upon positions, or campaign literature for candidates for public office. The Association may, however, send out one flyer on behalf of each candidate for Association office.
 4. The Association office shall be placed on an inter-school mailing service route for daily pickup and delivery of Association communications subject to the normal rules which apply to other work locations which shall include the provision for at least one (1) bulk mailing per week.
 5. The Association shall receive a copy of all materials prepared for general distribution which pertain to this agreement. Confidential items related to collective bargaining are exempt from this provision.

D. Association Leave

1. The Board agrees to release the duly elected president of the Association from his regular duties to serve as CTA president for the term of his presidency and to serve as fiscal agent for the payment of his salary, fringe benefits, and fixed charges, provided the Association reimburses the Board one hundred percent (100%) of any and all sums paid to or on

behalf of said Association president. The Association president shall return to the school previously assigned at the end of the term of his presidency. The Association president shall not earn sick leave or annual leave, nor be covered by the Board Workers' Compensation Insurance during said term. The Association president shall be given credit on the salary schedule for the year(s) served as president, and district-wide seniority shall accrue while serving as Association president. The Association president may transfer the unused sick leave days accrued as president. It shall be the Association president's responsibility to assist in securing the requested transfer of sick leave credit from the Association. One (1) day of sick leave may be transferred for each day accrued upon return to Orange County, up to a maximum of twelve (12) days per year.

2. The Association shall be granted up to seventy-five (75) days of leave per fiscal year for use by its members. No one teacher may use more than five (5) of the above days per fiscal year. Additional leave shall be at the discretion of the Superintendent. If requested, the Association shall reimburse the Board for substitutes other than permanent substitutes, if said substitutes are required.
3. The Association faculty representatives and the Association Board of Directors shall be allowed to leave school at the end of the student day for up to three (3) regularly scheduled meetings per month.

E. Information

1. The Association will continue to be provided with copies of the Board agenda packet on the Friday preceding said Board meeting and packets upon publication and copies of all Board periodicals (i.e., Objectives, Orange Peel, etc.). The Association shall be provided with an official copy of School Board policies, including any policy revision adopted by the Board.
2. Upon request the Board shall provide the Association with a listing containing the names, by work location, of all teachers new to the Orange County School System.
3. The Association, per its specifications, shall be provided at no cost three (3) sets of computer printouts per school year of all members of the bargaining unit provided that release of such information is legal at the time of the request. Subsequent printouts shall be provided at cost.
4. The Board shall provide the Association access to public records not exempted by Florida Statutes at mutually agreeable times and with an appropriate staff member present. Copies of said materials shall be provided to the Association by the Board at cost if requested.

ARTICLE V

DUES DEDUCTION

A. Process

The Board shall deduct Association dues and uniform assessments from the salaries of those teachers who authorize the deduction of same in writing, pursuant to the following:

1. Authorization forms shall be personally signed by each teacher requesting dues deduction.
2. All authorization forms must be submitted by the Association to the Administrator of the Payroll Office.
3. Dues deduction shall begin with the check for the first full pay period following receipt by the Board of the authorization form.
4. The Board will deduct a prorated amount of the appropriate annual dues in each of the regular paychecks from September through June issued after enrollment.
5. In no event shall a deduction be made from the pay of a teacher for any payroll period in which the teacher's net earnings for that period, after other deductions, are less than the amount of dues to be collected.
6. Authorization of dues deduction for a teacher shall continue from year to year, unless the teacher revokes his authorization.
7. A teacher, upon thirty (30) days written notice to the Board and to the Association, may revoke his authorization for dues deduction. Dues deduction will not be cancelled until a standardized form authorizing such cancellation is completed and submitted to the Payroll Office. Forms shall be available from the Association or the Payroll Office.

B. General Provisions

1. Any change in the amount of dues subject to payroll deduction for membership in the Association shall be certified to the payroll administrator no later than 20 days prior to effective date of change.
2. Dues shall be transmitted to the Association within one week of having been collected.
3. If the Board complies with the specific requirements of this Article, the Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other form of liability that may arise out of or by reason of action taken, or not taken, by the Board for the purpose of complying with the dues deduction request.
4. Collection of dues for personnel terminating employment prior to deduction of total annual membership dues is the responsibility of the Association.
5. The Association recognizes that the Board is expressly prohibited from any involvement in the collection of fines, penalties, or special assessments.

6. The Association agrees that if at any time during the term of this Contract the Association is guilty of authorizing, causing or engaging in, or sanctioning any strike or other illegal work stoppage of any kind, the privilege of dues deduction and collection previously granted may be revoked during the remainder of the term of this Contract, but not beyond the following June 30.

ARTICLE VI

TEACHER RIGHTS AND RESPONSIBILITIES

- A. The Board shall not discriminate against a teacher because of race, color, creed, sex, national origin, age, handicap, or marital status.
- B. The Board agrees that the professional affiliation (as defined by Florida Statutes 447.301(1)-(3)(b)) and private and personal life of any teacher, including additional employment, are not within the appropriate concern or attention of the Board, provided that these activities do not impair the teacher's effectiveness and performance as a teacher in the school system.
- C. No teacher shall be required to make a statement relative to a school incident prior to seeking legal counsel when the statement may, in the mind of the teacher, be used against the teacher or any other teacher in a civil or criminal action or state agency investigation except that teachers who refuse to provide such statements under this provision shall waive their rights to legal protection provided by the Board, as specified elsewhere in this Article.
- D. The Board agrees to comply with Florida Statutes as it relates to actions in tort for damages as a result of the negligent or wrongful act or omission of a teacher while acting in the scope of his employment. The Board shall not be responsible or liable for the actions of a teacher who acts in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. Further, if the teacher relies on the Board for tort protection, the Board may exercise its right to settle any claim for damages brought against a teacher in any manner the Board deems appropriate.
- E. The Board, upon request by a teacher(s), may determine to provide legal services for teachers who are charged with civil or criminal actions arising out of and in the course of the performance of assigned duties and responsibilities. However, in any case in which the teacher(s) pleads guilty or nolo contendere or is found guilty of any such action, the teacher shall reimburse the Board for any legal services which the Board may have supplied pursuant to this provision. Each determination of the Board to expend funds for legal defense of a teacher shall be made at a public meeting with notice pursuant to section 120.53(1)(d), Florida Statutes.
- F. The Board will repair or reimburse teachers the current value of any clothing or other personal property damaged or destroyed as the result of the following suffered in the course of the legal performance of his assigned duties unless such loss covered by insurance or reimbursement is attained from other sources, not in excess of \$200:
 - 1. Assault and/or battery
 - 2. Quelling of a disturbance
 - 3. Verified cases of vandalism to personal property on school premises
- G. Each school year all teachers shall be provided with a copy of the Orange County Code of Student Conduct within their first ten (10) duty days. The Code and the proper procedures to follow in implementing the Code will be reviewed with all teachers.
- H. When in the judgment of the teacher, a student requires the attention of a counselor, Student Services staff member, physician or other specialist, he shall so inform his principal and/or counselor. Appropriate action shall be taken and the teacher shall be so informed.

- I. Each teacher shall assume such authority for the control of students as may be assigned to him by the principal, and shall keep order in the classroom and in other places in which he is assigned to be in charge of students.

1. Teachers may refer disruptive students to the office from the classroom with a referral slip provided by their principal describing the behavioral problem when, in the judgment of the teacher, normal corrective measures have been ineffective in bringing about satisfactory improvement in the student's behavior. In emergency situations, the student may be sent to the office immediately with a written report to follow.

2. If a student is referred to the office because of continuing disruption, the principal shall advise the teacher of the disposition of the referral. If the teacher does not agree with the disposition of the referral, the teacher may request a review of the matter with the principal or designee within five (5) days.

During the 1990-91 school year the parties agree to establish a committee to review effective methods of resolving discipline problems such as but not limited to, educational planning teams or TABS.

3. Under no circumstances shall a teacher suspend a student from class or school.
4. A teacher is permitted to use necessary and reasonable force to quell a disturbance, to protect himself or others from possible injury, to restrain a disruptive student, or to protect personal property and district property.
5. The principal or supervisor shall take steps, in cooperation with the teacher, to provide reasonable precaution for the teacher's safety. If a teacher is harassed, upbraided, abused, threatened or suffers from bodily harm or property loss by an individual or a group during the performance of his duties, he shall immediately notify his principal or supervisor, in writing, as soon as possible, giving in detail the circumstances thereof. This report shall be forwarded to the Superintendent. The Superintendent or his designee shall cooperate with the teacher in the event of a civil or criminal proceeding, including providing him with legal counsel to advise him of his rights, and shall assist the teacher in connection with the handling of the incident with law enforcement and judicial authorities. A student shall be disciplined in accordance with the Orange County Code of Student Conduct. Action shall also be taken against an individual(s) not a student to ensure a safe working environment.
6. No student expelled under Section I.5. above shall be returned to the affected teacher's class without the teacher's consent.

- J. Corporal punishment may be administered by a teacher only if the principal has delegated such authority to the teacher, and the teacher consents. The teacher shall then administer the corporal punishment as follows:

1. Corporal punishment may be administered only in the presence of another adult who is informed beforehand, and in the student's presence, of the reason for the punishment.
2. The student's parent or guardian shall, upon request, be provided with a written explanation of the reason for the punishment and name of the other adult who was present.

3. The use of physical force by a teacher as may be necessary to protect himself or other students or other teachers from disruptive students shall not be construed as corporal punishment.
- K. Teachers shall be required to keep records and prepare reports as may be required by law (State and Federal), regulations of state board, the Board and administration.
- L. Expenditures from a faculty fund, such fund having been created by contributions from teachers, shall be at the discretion of the faculty.
- M. Teachers shall release students to non-school personnel (including parents) or other unauthorized persons only after being provided with authorization by the principal or his designee. If the teacher makes a reasonable effort to prevent an unauthorized removal of a student, he shall not be subject to disciplinary action.
- N. A teacher shall not be required to perform the following duties:
1. Riding buses except for field trips during the duty day or extracurricular activities for which the teacher receives a supplement.
 2. Daily or periodic cleaning of instructional or work areas, such as cleaning of bathrooms, floors, windows, or sinks.
 3. Moving furniture in and out of rooms or from one room to another.
 4. Transporting students in his personal automobile.
- O. Both parties agree that individual school drives for and collection of money will not be conducted among students and/or teachers unless approved by the principal after discussion with the Faculty Advisory Committee.
- P. No teacher shall be required to accept gate duty.
- Q. The parties encourage teacher attendance at open house, PTA/PTO, and other school functions. A teacher may be required to notify the principal that he will not attend open house. No reason need be given.
- R. Both parties agree that interruptions of the instructional period are sometimes necessary, but the principal will attempt to keep such interruptions to a minimum. However, no visitations to a teacher's class except by school system personnel shall be allowed until the teacher has been notified of the visit and purpose in advance. If the visitor(s) might be subjected to a safety hazard, access shall not be permitted without approval of the worksite supervisor and notification of the teacher in advance of the visit.
- Parent/patron visitations shall be scheduled at mutually agreeable times between the parent/patron and teacher subject to prior approval of the principal.
- S. A teacher shall report to the principal any student he believes has a contagious or infectious disease or headlice. The student shall not be returned to class until the principal has taken appropriate action. Students with headlice, pinkeye, or impetigo shall not be readmitted to the classroom while they present a health threat.

- T. Teachers shall not be required to check for the existence of headlice. Supplies of headlice shampoo shall be available to each school site and provided to the teacher at no cost, for the teacher's personal use.
- U. No teacher shall be disciplined for refusal to work in an unsafe or hazardous situation where there is an eminent danger to the teacher's health, safety or well being, provided that this shall not be applicable in any circumstances where the health and safety of students otherwise clearly require teacher intervention. No teacher shall be required or requested to search for bombs.
- V. The Board shall continue to provide opportunities for CPR training.
- W. Each teacher shall have access in each school center to all School Board Policies, State Board of Education Rules, and Florida School Laws. Copies of policies and rules for each individual school shall be distributed to each teacher in the school. If the individual school does not have written policies and rules, the principal shall advise teachers of the school's policies and rules during pre-planning, then reduce it to writing within ten (10) duty days.
- X. The Association shall have the opportunity to provide input prior to any recommended revisions to the Orange County Code of Student Conduct.

ARTICLE VII

EMPLOYMENT CONDITIONS, CERTIFICATES, AND CONTRACTS

- A. The Association shall provide a copy of this Contract to all teachers as specified in this Contract and to each new teacher upon appointment by the Board.
- B. Individual contracts shall be issued to any teacher employed by the Board within twenty (20) duty days from the date of employment. The individual contract shall be signed by the teacher within twenty (20) duty days of its issuance and shall be returned to the Personnel Department. If any individual contract contains any language inconsistent with this Contract, this Contract shall be controlling.
- C. New teachers shall provide a health and physical fitness certificate on a form prescribed by the Board. The completed form must be submitted within fifteen (15) duty days following initial employment.
- D. Every teacher shall provide to the Personnel Department a valid Florida teaching certificate, or evidence of having qualified and applied for one within forty (40) duty days following initial employment, except as provided by Florida Statutes. The Board shall notify each new employee of this requirement upon employment. Thereafter, it shall be the responsibility of the teacher to maintain a current valid certificate or to show evidence of having qualified and applied for one as of the first scheduled duty day of each fiscal year of said teacher. The first scheduled duty day of each fiscal year for ten (10) month employees shall be the first day of pre-planning. A copy of the current valid certificate is to be on file with the Personnel Department.
- E. Non-tenured teachers will be assigned to one of the following types of contracts:

- 1. Annual contract

The teacher has a valid Florida teaching certificate, is teaching in-field and was hired prior to April 1 for a permanent position.

The purpose of the following types of temporary contracts is to employ teachers who would otherwise not qualify for employment under an Annual or Professional Services Contract. It is possible to qualify for more than one type.

- 2. Interim contract

The teacher has a Florida teaching certificate, is teaching in-field and is replacing a teacher on approved Board leave, or was hired April 1 or later for a permanent position.

- 3. Out-of-field contract

The teacher is in a position for which the teacher is not certified.

- 4. Provisional contract

The teacher does not have a Florida certificate, but a district evaluation indicates that the teacher will be eligible for a certificate, and the teacher has evidence that a completed application for a certificate has been submitted.

5. Entry contract

The teacher does not have, nor has applied for a teaching certificate. Valid for 40 days only.

If and when all conditions of an annual contract are met, the teacher's contract status shall be changed to an annual contract. After January 1, 1991, the district shall inform teachers in writing of the terms and conditions of contracts in Section E.2. through E.5., which are different from an annual contract.

- F. A teacher who qualifies for a certificate on the basis of non-academic preparation shall be entitled to contractual rights and privileges granted other teachers holding an equivalent certificate.
- G. For purposes of this Contract, the standard vocational certificate shall be equivalent to the certificate held by a teacher with a bachelor's degree; the advanced vocational certificate shall be equivalent to the master's degree.
- H. A teacher shall be responsible for providing documentation relating to salary credit to the Personnel Department. This shall include current or changed teaching certificates.
- I. The Board agrees to abide by the State Department of Education Regulations concerning inservice points for certificate extension. The Board shall provide a record of inservice points earned to each teacher at least twice during the school year. A teacher may seek approval for inservice point credit for participation in any training that enhances the teacher's competency. If the training has not been previously approved, the teacher may submit a written request to the office of Staff Development for approval. The record shall include approved inservice courses, and when feasible, inservice hours earned but not approved for credit.
- J. Should provisions of this Contract be in conflict with or be modified by State law or State Board of Education Rules relating to certification, the parties shall immediately meet to reopen negotiations on those items affected by the changes. The purpose of such negotiations shall be only to bring those items into conformance with the intent of the contractual provisions.
- K. No teacher shall be required to teach nights or weekends, or to accept an extended contract or additional employment as a condition of employment, except as provided in this Contract.
- L. No teacher shall be required to accept assignments for which supplements are paid as set forth in Appendix B as a condition of employment.
- M. No teacher shall be required to supervise interns as a condition of employment. To the extent permitted by State Board of Education Rules, any teacher who volunteers shall be granted twenty (20) inservice points for one (1) senior year intern. Inservice points shall be awarded to teachers supervising half-time junior year interns according to the following schedule: five (5) weeks of intern supervision, five (5) inservice points; eight (8) weeks of intern supervision, eight (8) inservice points; ten (10) weeks of intern supervision, ten (10) inservice points. Any blocks of time associated with half-time junior year intern supervision not listed above shall receive inservice points on a one (1) week to one (1) inservice point basis. When possible teachers supervising interns shall be notified at least thirty (30) days in advance.
- N. Members of the same family may be employed at the same school or work location except that members of the same family shall not be assigned in direct line of supervision without the approval of the Superintendent.

- O. A teacher on annual contract shall be notified, in writing, by the Principal of his respective school on or before April 1 if he will not be recommended for a contract for the ensuing year. Any teacher so notified shall be entitled to a conference with the Principal within ten (10) duty days of the notification. If the teacher, within five (5) duty days of the conference, requests that the reasons be reduced to writing, the Principal shall respond within five (5) duty days of the receipt of the request. Within ten (10) duty days of the receipt of the reasons, teachers with one or more years experience shall be entitled to initiate a review by the Superintendent or his designee. This review shall be completed and the results reported to the teacher prior to June 1. This deadline may be extended by mutual consent. Annual contract teachers will not be recommended for reappointment where one or more of the following conditions exist:
1. An assessment that reflects at least one "needs improvement".
 2. Gross misconduct.
 3. An action that resulted in discipline.
- P. A teacher who is otherwise entitled to a professional service contract may be retained on annual contract as prescribed in Florida Statutes, and if notified in writing of said decision before April 1.
- Q. The Board shall provide a continuing contract or a professional service contract of a continuing nature where applicable to each teacher who holds a regular certificate; has completed three (3) years of successful service in Orange County during a period not in excess of five (5) successive years, such service being continuous, except for leaves duly authorized and granted; has been reappointed for a fourth year; and has been recommended by the Superintendent for such contract, or as otherwise provided in this Article. The qualification for credit for one (1) year of service shall be as defined in Florida Statutes.
- R. A continuing contract shall be effective at the beginning of the school fiscal year in which evidence of completing all the requirements are submitted to the Personnel Department on or before July 1 of that year. Each teacher to whom a continuing contract has been issued shall be entitled to continue in his position or in a similar position in the District at the salary schedule as set forth in this Contract or its modifications without the necessity for annual nomination or reappointment. Continuing contract as used here shall include a professional service contract of a continuing nature.
- S. The Board may issue a continuing contract or a professional service contract of a continuing nature where applicable, at any time to a teacher, provided such teacher has previously held a continuing contract or a professional service contract of a continuing nature in the same or another district within the state and has been assessed in his current contractual status. There shall be no additional designated waiting period restrictions. If a teacher is not recommended for such a contract where applicable under this provision, he shall be given the reason(s), in writing, if he requests the same in writing.
- T. A teacher shall not terminate his employment without first being released from his contract of employment with the Board.
- U. A teacher shall not be denied reappointment for continued employment based on the anticipated expiration of his certificate. By October 1, the Personnel Department shall notify, in writing, each teacher whose certificate is expiring at the end of that school year.
- V. All bargaining unit teaching positions shall be filled with annual contract teachers, continuing contract teachers or teachers holding a professional service contract of a continuing nature.

This shall not preclude the Board from hiring a teacher on temporary contract under the conditions specified in Article VIII or if the teacher is hired less than sixteen (16) student contact days prior to March 15.

- W. Participation in the Beginning Teacher Program as a peer teacher shall be voluntary except as specified below. If no qualified peer teacher volunteers at the work location to which a beginning teacher is assigned, the principal or work location supervisor may assign a teacher to act as a peer teacher. The principal or work location supervisor shall seek volunteers from all qualified teachers prior to assigning a person as a peer teacher. If the principal or work location supervisor must assign persons as peer teachers, the assignment shall be rotated on an equitable basis.

To the extent permitted by State Board Rules, any teacher who serves as a peer teacher shall receive not less than ten inservice points for each beginning teacher with whom they work, provided that these points may be prorated if service is interrupted or completed by another teacher. The peer teacher and principal shall provide documentation for any additional points requested by said teacher.

In addition, to the extent permitted by State Board Rules, inservice points shall be granted for inservice training to a peer teacher on the basis of one point for each hour of inservice training.

- X. No inservice course for middle school certification shall be required beyond the seven and one-half (7-1/2) hour day and teacher work year. For middle school certification purposes, a year of satisfactory experience shall be defined as eligibility for annual experience progression.

ARTICLE VIII
TEACHER ASSIGNMENT/TRANSFERS

- A. Instructional personnel shall be assigned by the Superintendent or his designee to positions for which their preparation, certification, experience and aptitude fit them.
- B. A teacher shall not be assigned, except temporarily and for good cause, outside the scope of his teaching certificate.
- C. When a teacher has been reappointed by the Board and has accepted reappointment for the following year, the teacher shall receive notice of his tentative teaching assignment on or before the first day of post-planning. If appointment or reappointment and acceptance thereof occur after the first day of post-planning, notice of tentative assignment shall be given immediately.
 - 1. It is expressly understood that such assignments are only tentative and may be changed for any of the following reasons:
 - a. Increasing or decreasing of student enrollment in various grades or classes in that school.
 - b. District-wide change in organization of the school system.
 - c. Reduction of educational services in that school.
 - d. Vacancies in that school.
 - e. Addition of educational services in that school.
 - 2. In the event any such changes are required, the teacher shall be notified in writing of the new assignment and the reason for the change. If the change is made after August 15, a conference shall be scheduled if requested by the teacher.
 - 3. A teacher may request an alternate assignment.
 - 4. Involuntary changes in assignment within the worksite shall not be done to discipline a teacher.
- D. Guidance personnel and CRTs within a school should be utilized fully in programs that are student oriented.
- E. When a teacher is assigned to replace a teacher on Long Term leave, the following shall apply:
 - 1. When a teacher takes Long Term leave, however designated, it is understood that the person replacing that teacher shall be employed for a specified period depending upon the length of leave taken by the teacher.
 - 2. A teacher who is appointed as a replacement for a teacher on Long Term leave shall be notified in writing at the time he is employed that he is replacing a teacher on leave and that he can expect no additional employment beyond the time specified for that leave.
 - 3. Such employees in temporary status shall be issued appropriate contracts and shall be members of the bargaining unit.

4. It is anticipated that teacher replacements necessitated by long-term leaves shall be interim contract teachers employed for that specific purpose. When the time period of the employment expires, such replacements shall be treated as applicants for teaching positions. Said teachers shall be sent a copy of the May 6th updated list of vacancies.
5. If requested by the replacement teacher, the Personnel Department shall send to said teacher the May 6th updated list of vacancies.

F. When a teacher is returning from leave, the following will apply:

1. It is understood that a teacher returning from Long Term leave shall be initially reassigned to the school from which he originally took leave and shall be considered as if he were a part of that school staff. Compliance with contractual terms which relate to transfers, reductions in force, or other matters shall be premised upon this understanding. No new teacher shall be hired for such vacancies until any teacher desiring to return early from leave has been placed in accordance with Article XX, Section A. 2. c. (3).
2. It is, however, expressly understood that if a teacher takes uninterrupted Long Term leave or leaves in any combination which extend beyond the equivalent of two (2) normal school years, that he may be placed in an appropriate vacancy at locations other than the school to which he was assigned at the time of the initial leave. Should a teacher on Long Term leave return for a period of less than one (1) teaching month and be granted additional Long Term leave, he shall be considered for purposes of this understanding to have taken the equivalent of a combination of Long Term leaves.

G. The following provisions shall apply to the transfer of teachers:

1. Two teachers may voluntarily change schools upon recommendation of the principals involved with the approval of the Superintendent or his designee.
2. The Board, upon recommendation of the Superintendent, may involuntarily transfer a teacher to another worksite provided written notice is given to the teacher five (5) duty days prior to the effective date of the transfer during the normal school year or fourteen (14) calendar days during the summer. Such transfers may be made for the following reasons:
 - a. Maintaining court required ratios.
 - b. Decreasing enrollment in the teacher's school.
 - c. Closing of the teacher's school by official action.
 - d. Reduction of educational services at the teacher's school.
 - e. District-wide changes in organization of school system.
3. When involuntary transfers must be made, the following procedures shall apply:
 - a. The principal shall determine staffing needs based upon the school program and certification required in programs to be continued. The principal shall determine in which department or area the reduction shall be made. Departments shall be defined as secondary, adult, and vocational departments. Area shall refer to elementary school K-6, support programs, exceptional education, and categorical programs. In adult vocational programs qualifications of staff may be considered in conjunction with certification. Qualifications as used herein shall mean that the teacher has work experience using a specific set of competencies and/or specific

preparation to teach a specific set of competencies. An elementary teacher assigned to categorical programs may elect to be considered with other K-6 teachers in the school for purposes of involuntary transfer if his program is reduced.

- b. Volunteers for transfers from the department or area in which the reduction is made shall be transferred first. If more than one (1) teacher volunteers to transfer, the teacher with the most district-wide seniority shall be transferred first. Such volunteers will be subject to the involuntary transfer provisions.
- c. If no teacher volunteers to transfer, then the teacher within the department or area with the least district-wide seniority shall be involuntarily transferred first. If two or more employees have the same seniority, the involuntary transfer shall be determined using the following sequence: interim contract, annual contract, continuing contract, including Professional Services contract, degree status and random selection (by lot).
- d. If an affected teacher has certification in two or more areas, he/she shall designate which teaching area will be the determiner of certification for the purpose of involuntary transfer. The following procedures shall apply:
 - (1) When a teacher is in an instructional area, he may choose another instructional area for which he is certified.
 - (2) When a teacher is in a state categorical support unit, or federal program, the teacher may choose an instructional area for which he is certified.
 - (3) When a teacher is in an instructional area or special education unit, he/she may choose a special education area, support unit, or federal program for which he is certified if he/she has taught in that area within the last five (5) years.
- e. If extremely unusual circumstances arise which may adversely affect the welfare of the teacher or the school, the Superintendent may involuntarily transfer a teacher even though volunteers may be available. Such transfers shall not be done arbitrarily or capriciously and shall be made only after the Superintendent has discussed with the teacher the reasons for the potential transfer, subject to the teacher's right to representation.
- f. In filling positions, preference shall be based on program needs and teacher qualifications, certification, and length of uninterrupted service in the district. Lists of available positions shall be provided as specified in H.6.
- g. A teacher being involuntarily transferred shall be placed only in an equivalent position within his area of certification where such vacancies exist.
- h. Full-time bargaining unit vacancies shall be posted according to the following:
 - (1) Known vacancies within the district shall be posted at each worksite at the end of each semester, setting forth the position vacant and the location.
 - (2) Worksite vacancies shall be posted at the worksite as they occur, setting forth the position vacant and the anticipated date of availability.

(3) These postings shall apply only to retirements, resignations, or new positions.

i. Prior to August 1, teachers do not have to be released by their current principal in order to change schools for next school year.

H. The schedule of activities relating to worksite assignment of teachers returning from Long Term leave and the determination of transfers, assignment, and hiring normally accomplished in preparation for the coming school year shall be as follows:

1. On or before February 15, the Board shall notify persons on Long Term leave that they must inform the Board of their intent to return.
2. On or before March 15, persons on Long Term leave shall notify the Personnel Department of their intent to return from leave.
3. On or before April 1, principals or supervisors shall be notified of the status of teachers returning from leave and shall inform the replacement teachers of their status.
4. By April 5, administrative notification to schools of anticipated allocations of teachers for the coming school year shall be made.
5. By April 15, principals shall determine involuntary transfers in accordance with procedures above. The principal shall notify teachers to be involuntarily transferred and the Personnel Department of a potential transfer. The Personnel Department shall compile a list of persons to be involuntarily transferred.
6. By April 20, a published list of known vacancies shall be given to those teachers being involuntarily transferred.
7. Between April 20 and May 1, teachers seeking voluntary transfers shall inform the Personnel Department of their desire to voluntarily change school assignments. Teachers shall not be required to state a reason.
8. Between April 20 and May 5, the Personnel Department shall concentrate upon assignment of teachers being transferred for involuntary reasons. No person shall be transferred or hired in an area of specialization or certification until the displaced teacher in said area is assigned.
9. On May 6, an updated list of vacancies and a list of requests for transfer shall be prepared, posted in each worksite and sent to teachers seeking voluntary transfers. The updated list of vacancies shall be sent to those teachers being involuntarily transferred. Any teacher may obtain a copy of these lists from the Personnel Department.
10. After the distribution of the May 6th list, a teacher who has requested a transfer may contact the supervisor of a worksite where a vacancy exists for an interview. These interviews should normally be completed by May 20, but may be continued for the convenience of the principal and the teacher. During this period of time teachers may also explore changes in assignment based upon a voluntary change in assignment with another teacher as provided in this Article.
11. By May 20, hiring of new teachers for the coming school year may begin. This shall not be interpreted as foreclosing further arrangements relating to assignments of teachers seeking voluntary transfers and as stated in Section J below.

12. Should any date shown in this schedule fall on a weekend, it is understood that action on the following Monday is acceptable.

I. Copies of lists generated in keeping with this Article shall be provided to the Association.

J. Nothing in this Article or any other sections of this Contract shall prevent the Board from recruiting unassigned personnel in anticipation of vacancies for the coming school year. The assignment of such teachers shall be designated as unassigned without violation of this Article. It is expressly understood that such appointment shall not be made in violation of the reduction in force provisions of this Contract and that a teacher recruited in this manner shall not be assigned until after May 20. This shall not be interpreted as permitting the hiring of persons to replace current qualified employees who are either working out-of-field temporarily or who are on temporary certificates and who demonstrate reasonable assurance that they are working toward full in-field certification and will be eligible for either an additional temporary out-of-field assignment or full in-field certification if such teachers would be otherwise eligible for reemployment. No new teacher shall be assigned to a vacancy until all transferred teachers who are certified to fill the vacancy have been placed.

K. **Notification of Retirement**

1. To be eligible for additional terminal pay as specified in Article XIX a teacher must:
 - a. Notify the Personnel Department, in writing, on or before April 1 of the fiscal year in which he is retiring, and
 - b. Work at least forty-five (45) duty days during that fiscal year.
2. The Superintendent may waive the above requirements in unusual circumstances.
3. If a vacancy is created, the position will appear on the vacancy lists.

L. Middle school P.E. teachers, media specialists and teachers teaching six periods shall not be required to teach IMPACT, nor be required to accept duty assignments.

M. If requested by either party, both parties agree to form committees to discuss, and if desired, to recommend changes to contractual provisions that regulate how teachers transfer between teaching assignments.

1. The committees shall be organized prior to October 1, 1987.
2. The parties shall be free to establish and staff its committee as each deems necessary.
3. The committee shall be free to determine its agenda.
4. The final product, if any, shall be given to each party by December 1, 1987.
5. The parties agree to consider recommendations received from the committee, and if agreement is possible, to amend the master contract to allow revised transfer procedures to be utilized for the 1988-89 school year.
6. Renegotiation of this article during the 1987-88 school year shall not be counted as a reopened article by either party.

7. Unless mutually agreeable, this item (Article VIII, L.) shall be removed from the contract after the 1987-88 school year.
- N. Annual contract teachers who otherwise would have been recommended for reappointment shall not fail to be reappointed because of a reduced allocation of teaching units at their school. Teachers so affected will be given a districtwide appointment as a teacher for the following year. Final assignments will be made as soon as practical, but in no case later than August 1. This provision shall not preclude the district from hiring outside applicants during the period in which teachers are unassigned.

ARTICLE IX

ADMINISTRATIVE VACANCY

- A. An administrative vacancy is defined as any position which is not a part of the teacher bargaining unit nor of the classified bargaining unit.
- B. All administrative vacancies shall be posted in every school, with a copy to the Association, setting forth a job description and the qualifications for the position, including duties and salary range, and the final date for application.
- C. When school is in session, such notices shall be posted as far in advance as practicable, but at least ten (10) duty days before the final date for application.
- D. When school is not in session, notices shall be posted at least two (2) weeks before the final date for application on a bulletin board in the Personnel Department at the Administrative Center with copies provided to the Association. Individuals who desire to apply for a particular administrative vacancy may file an open application for specific classifications of positions (e.g. Elementary Principal) with the Personnel Department prior to the close of post-school planning. Such application shall be considered each time a vacancy in that position(s) occurs which is not filled by administrative transfer. In addition, the Superintendent shall, within the same time periods, post on a bulletin board at the Administrative Center a list of positions to be filled during the summer vacation period and send a copy to the Association.
- E. An individual who desires to apply for an administrative vacancy shall submit his application, in writing, to the Superintendent or his designee as shown on the job description.
- F. The Board shall notify each applicant of the disposition of his application in writing. Upon request, the name of the person hired shall be provided to the applicant.
- G. If an administrative vacancy occurs, transfers may be made within the management team to fill the administrative vacancy without advertising. After transfers are complete, then any remaining positions shall be declared vacant and advertised as above. Should a new administrative position be authorized, it may be filled by a member of the management team without advertising, and any remaining positions shall be declared vacant and advertised. Nothing contained herein shall preclude the Superintendent from recommending appointments to his Staff (Assistant to the Superintendent and up) without the necessity of advertising the position.

ARTICLE X
ASSESSMENT PROCEDURE

- A. Both parties agree that the Superintendent is charged by law to establish procedures for assessing the performance of duties and responsibilities of all instructional personnel.
- B. The overall purpose of assessment shall be to improve the quality of instruction in compliance with the mandates of State Regulations regarding the assessment of the performance of instructional personnel.
- C. General provisions regarding observations and assessments shall be in accordance with the following provisions:
 - 1. Each school year all teachers shall be provided with copies of the forms and procedures to be used in their observation and assessment within their first ten (10) duty days. These forms and procedures will be formally reviewed with all teachers within their first ten (10) duty days. Prior to the formal observation each teacher will be advised as to who will observe his classroom performance. No formal observation or assessment will take place until the above provisions have been fulfilled.
 - 2. The assessment of a teacher's performance is the responsibility of the principal or his designee, or the teacher's immediate supervisor. Members of the bargaining unit shall not be required or permitted to participate in the assessment or evaluation of other members of the bargaining unit. An evaluator shall not be precluded from utilizing records of student progress toward instructional goals based on student ability.
 - 3. Any formal observation or assessment of a teacher will be recorded on the Observation Report or Assessment Report as set forth in the Appendices to this Contract which are incorporated into and hereby made a part of this Contract.
 - 4. Each annual contract teacher on duty prior to the close of the first nine (9) weeks of school shall be formally observed at least twice prior to annual assessment. Annual contract teachers reporting to duty after that time shall be formally observed one or more times prior to assessment. The first observation period shall be between September 10 and the close of the first semester or its equivalent. The second observation period shall be between the end of the Winter break and March 15. The annual assessment shall be made prior to recommendation by the principal concerning reappointment, but no later than April 1.
 - 5. Each teacher on a continuing contract or professional service contract of a continuing nature shall be formally observed at least once unless mutually waived, and assessed once yearly prior to May 1.
 - 6. If matters arise which will result in a "Needs Improvement" on the teacher's Assessment Report, the principal or his designee shall formally discuss, within a reasonable time, these concerns with the teacher prior to the assessment. Included within the discussion shall be specific recommendations for changes. This discussion could occur during an Observation conference. If the teacher within five (5) duty days of the formal discussion makes a written request that the formal discussion be reduced to writing, the principal shall do so within five (5) duty days of receipt of the request. The teacher shall acknowledge receipt of the concern by initialing the letter and receiving a copy. Initialing the letter in no way implies agreement with the contents but does acknowledge

receipt of the letter. The teacher will be given an opportunity to respond, as provided in Article XI. A rating of "Needs Improvement" shall not be based on a single incident, except in the case of action that constituted gross misconduct or resulted in discipline greater than a verbal reprimand.

7. In unusual circumstances such as the extended illness of a teacher or the evaluator the time limits specified below for completing or responding to an Observation Report(s) and an Assessment Report may be extended. This shall not be construed as extending the time for notice of non-reappointment.

D. Observations of a teacher's performance shall be made in accordance with the following provisions:

1. Observation of a teacher's class by persons other than School Board members, or administrative/supervisory personnel, shall be allowed only after permission has been granted by the principal. The observation shall be scheduled at a mutually agreeable time between the observer and the teacher.
2. A teacher shall be employed for at least sixteen (16) student contact days before any formal observation.
3. If the performance of a teacher holding a continuing contract or a professional service contract of a continuing nature is deemed satisfactory by the principal, the teacher and principal may mutually agree to waive the necessity of a formal classroom observation. All major areas of responsibility on the teacher's Assessment Report relating to classroom performance shall be marked satisfactory.
4. A teacher may request a change in the date or time of a formal observation. A teacher may request an additional observation, and this may be arranged by mutual agreement with the principal. When possible and where requested by the teacher, additional observations shall be done by another observer. These additional observations may be included as a part of the written response to the assessment as provided by E.3. of this article.
5. Each formal observation of a teacher shall be followed by a conference held between the teacher and evaluator; this shall be held within ten (10) duty days of the formal observation, except by mutual agreement. Each teacher will be provided a completed copy of the Observation Report for each formal observation and will have ten (10) duty days to respond, in writing, to the Report. The written response shall be a part of the Observation Report. The Observation Report must be signed by the teacher; however, the signature does not necessarily imply agreement with the observation. The Observation Report(s) shall be utilized in preparing the final Assessment Report. Related observations, if completed within five (5) duty days, may be combined in one Observation Report.

E. The assessment of a teacher's performance shall be made in accordance with the following provisions:

1. Electronic monitoring for the purpose of assessment shall not be permitted.
2. The completion of the Assessment Report must be preceded by at least one (1) classroom observation and completion of appropriate Observation Report(s) unless waived.

3. Each teacher shall be provided a copy of his Assessment Report. A conference shall be held between the teacher and evaluator within ten (10) duty days of the assessment. The conference may be waived and the time may be extended by mutual agreement. Each teacher will have ten (10) duty days to respond in writing to the Report, except as specified above. The written response shall be a part of the Assessment Report. Except as provided below, the Report must be signed by the teacher; however, signature does not necessarily imply agreement with the assessment.
 4. In unusual circumstances such as the extended illness of a teacher, the need for a conference shall be waived. A copy of the Assessment Report shall be mailed to the teacher with a notation on the Report indicating the reason that no conference was held.
 5. A copy of each teacher's Assessment Report shall be maintained in the Personnel Department.
- F. No peer teacher shall perform a Summative Evaluation required by the Beginning Teacher Program. Summative Evaluations shall be the sole responsibility of the principal or immediate supervisor of the beginning teacher.
- G. The Beginning Teacher Program observations and evaluations made by the principal and the work location supervisor or his designee and observations made by a peer teacher or other professional shall not be a part of the assessment procedure as outlined in Article X. It shall not be considered a contractual violation for the principal or work location supervisor or his designee to combine an observation for purposes of the Beginning Teacher Program with an observation for assessment purposes so long as the result is separately reported/ documented. In no case shall a final Summative Evaluation for the Beginning Teacher Program be combined with either observation or final assessment as defined in Article X. Formative observations shall be a part of the beginning teacher portfolio.
- Performance as a peer teacher shall not negatively impact the assessment of said teacher.
- H. Evaluation for purposes of state merit pay and the negotiated career development program shall not negatively impact the district assessment of said teacher.
- I. The assessment report for instructional personnel shall indicate an overall rating of Satisfactory (S) or Unsatisfactory (U).
- J. The instructional personnel assessment report (Appendix E) shall contain these major areas of assessment criteria: (1) classroom management and discipline, (2) subject matter knowledge, (3) plan and deliver instruction, (4) evaluation of student instructional needs, (5) methods and techniques, (6) staff relations, (7) student relations, (8) parent relations/community relations, (9) professional responsibilities and ethics, (10) professional growth/educational qualifications, and (11) personal characteristics.
- K. An overall Unsatisfactory (U) assessment report shall be given only when the evaluator follows the procedures as outlined in Article XVIII, Section M.

ARTICLE XI

PERSONNEL RECORDS

A. Personnel File

A personnel file shall be maintained for each teacher. All files maintained on teachers shall be confidential, except as provided herein or by Florida Statutes.

A teacher's health and physical fitness certificate will be considered an official part of his personnel file but will be maintained in a separate file.

B. School Files

A school principal, or a teacher's immediate supervisor, may maintain work location files on teachers as needed. These files shall be considered confidential except as access may be provided by this Article, or by law. If a teacher transfers to a new work location, only official Orange County School System records shall be transferred to the new worksite.

C. Access to Files

1. To the extent permitted by law, the personnel file of each teacher shall be open to inspection only by the School Board, the Superintendent, the principal, the teacher himself and such other persons as the teacher or the Superintendent may authorize in writing. A reasonable effort shall be made to notify the affected teacher prior to the review of his file by persons not employed by the school system. All inspections shall be documented.
2. A teacher shall have the right to examine the contents of his personnel file, which is maintained at the Administrative Center, at a reasonable time in the presence of a Personnel Department staff member. All references originating outside the District on the basis of confidentiality for initial employment shall not be available for inspection by the teacher. By written authorization, the teacher may permit any designated person to examine his file. A teacher may request that a representative accompany him when the file is being reviewed by the teacher.

A teacher, upon request, shall have the right to meet with the principal or immediate supervisor for the purpose of examining the contents of any work location file which may be maintained on the teacher.

D. Copies

Teachers shall have the right to receive a copy of any file documents at no cost to the employee.

- #### **E. Assessment forms and letters of reprimand and/or complaints shall not be placed in a teacher's personnel or school file unless the teacher has had the opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. A teacher may, within twenty (20) duty days after receipt of such material, file a statement of reaction which shall be attached to the material. No anonymous items shall be placed in the file.**

- F. At the request of the teacher, material of a derogatory nature may be removed from his file after two years, and returned to the teacher, provided there has not been a more recent incident of a similar complaint.
- G. A separate portfolio will be maintained on each beginning teacher at the work location to which the beginning teacher is assigned. All materials contained in this portfolio shall be confidential except as access is provided by law. A beginning teacher may review the contents of this portfolio upon request. Once a beginning teacher has completed the program, the file shall be transferred to the Office of Staff Development. The portfolio shall not be a part of the permanent personnel file of the beginning teacher nor shall it be utilized by any principal or work location supervisor for purposes of evaluation or job references. Upon request, the beginning teacher will be provided copies of any or all documents included in the portfolio.

ARTICLE XII

TEACHER DISCIPLINE AND DISMISSAL

A. General Provisions

1. Any teacher may be suspended or dismissed at any time during the school year provided that the charges against him must be based on immorality, misconduct in office, incompetency, gross insubordination, willful neglect of duty, drunkenness, or conviction of any crime involving moral turpitude in accordance with Florida Statutes, Chapter 231.36.
2. Discipline shall only be imposed for violation of an expressed rule, an expressed order, an expressed policy or a reasonable expectation of management which reasonably should have been known to the teacher. This shall not be construed so as to prohibit the principal from questioning a teacher and/or offering reasonable direction at the time of the occurrence of any incidents the result of which might later be dealt with in a disciplinary manner.
3. Teachers shall not be required or permitted to discipline other teachers.
4. Teachers shall be entitled to representation in any meeting with the administration when the employee reasonably feels that discipline may result.
5. On matters that may result in discipline, the teacher may choose not to make a statement or explain his perception of the facts. This shall not be construed as an admission of guilt.
6. The Superintendent may also suggest either independently or in consultation with the Association that the affected teacher enroll in the Employee Assistance Program.
7. In the event the teacher cannot be reached during any period of time when the teacher is not required to be on duty, no disciplinary action shall be initiated until he is required to be on duty, or he has received actual notification or a reasonable attempt at notification of the proposed action has been made. Notice by certified mail at the last known address of the teacher shall be considered a reasonable attempt.
8. When any State agency is contacted by the administration pursuant to this Article, the affected teacher and the Association shall be notified.

B. Reprimands

1. Oral Reprimands

If after an investigation the decision to impose discipline is to issue an oral reprimand, the reprimand shall be given in private and shall be done in a formal discussion.

2. Written Reprimands

- a. Prior to imposing a written reprimand, a conference shall be held during which the teacher shall be informed of what the misconduct or other basis of potential discipline is; who the witnesses are and other sources of information upon which the potential discipline is being based; what the witnesses said and what other

sources of information indicate which are the basis for potential discipline; and what form of discipline is being considered. Reasonable advance notice of the formal conference shall be given.

- b. The affected teacher within a reasonable period of time from the formal conference may explain his perception of the facts and may name any witnesses or other sources of information that might provide information concerning the basis for the potential discipline.
- c. If the affected teacher names additional sources of information, including witnesses, those sources of information shall be consulted or interviewed prior to making a determination to issue a written reprimand.
- d. If a written reprimand is being given to the teacher, it shall be issued within ten (10) duty days of the initial formal conference unless witnesses named by the teacher are unavailable. The time limits may also be extended by mutual consent.
- e. A teacher may, within twenty (20) duty days after receipt of a letter of reprimand, file a statement of reaction which shall be attached to the reprimand and remain in the teacher's file as long as the letter of reprimand remains.
- f. A written reprimand shall not serve as prima facie evidence of the facts alleged therein in any later hearing, where a suspension or dismissal of the teacher is recommended.
- g. Any written reprimand shall contain the statement that the letter shall be removed from the teacher's file if there are no similar problems for a specified period of time which shall not exceed two (2) years. The above time line may be extended to five (5) years when a reprimand involves excessive force or physical or verbal conduct directed against students or employees which violates the Code of Ethics of the Education Profession of Florida.

C. Dismissal

1. Preliminary Procedures

- a. The following procedures shall be used prior to the filing of any formal written charges against a teacher for immorality, misconduct in office, gross insubordination, willful neglect of duty, drunkenness, or conviction of any crime involving moral turpitude:
 - (1) The Superintendent shall direct a fair and objective investigation of the alleged misconduct or other basis for potential action.
 - (2) The affected teacher shall be informed verbally of the circumstances leading to the investigation and shall be informed that he is not required to make a written or oral statement if he chooses not to do so.
 - (3) During the course of the investigation and prior to a decision to file formal charges, the Superintendent or his designee may relieve a teacher from duty, provided that he shall notify the teacher and the Association of his action in writing, and the reasons for taking the action. Relief of duty shall be with pay, and is not disciplinary. It will not be a part of the teacher's personnel file.

b. The following procedures shall be used prior to the filing of formal written charges against a teacher for incompetency:

- (1) The teacher shall be notified of alleged deficiencies which, if not corrected, could lead to dismissal. The notice shall identify a tentative time frame for improvement and include a statement that failure to correct the alleged deficiencies may lead to dismissal. Such notice shall be in writing and shall be preceded by a conference or conferences to discuss the alleged deficiencies, recommendations for improvement, and assistance available in an effort to effect improvement.
- (2) Further explanation of alleged deficiencies and suggested corrections shall be provided to the teacher in a conference or conferences, the first of which shall be held within three (3) working weeks of the written notice. Following said conference(s), the teacher shall be provided a written statement of specific recommendations and assistance available for each major area of alleged deficiency.
- (3) Reasonable assistance shall be offered and provided in order to assist the teacher in correcting deficiencies.
- (4) A reasonable period of time not less than three (3) teaching months from the written statement required in b.(2) above shall be provided for correction of deficiencies. The time period shall be specified in writing but may be extended by mutual consent.
- (5) At the end of the time period provided, the Superintendent or his designee shall direct a formal evaluation of the teacher's performance. The teacher shall be notified at least one (1) week prior to the evaluation.
- (6) In extreme cases, the Superintendent or his designee may direct an immediate formal evaluation of an annual contract teacher provided, however, that he shall notify the teacher in writing of the reasons for his action, and provide a reasonable opportunity to discuss the basis for the action with the teacher in accordance with this Article. Such action shall be taken only when there is direct evidence that the health, safety or welfare of the students is being immediately, radically, and adversely affected.
- (7) A minimum of one (1) observation and a minimum of one (1) annual assessment shall be required. Other assistance, remediation, or evaluations may be provided.
- (8) The Superintendent may require the teacher to have a physical and/or psychological or psychiatric examination at the expense of the Board. Prior to requiring such examination, the Superintendent or his designee shall meet with the teacher and explain the basis for requiring such an examination. If the Superintendent or his designee determines that an examination will be required, he shall notify the teacher in writing of the requirement. At all times, the choice from among state licensed physicians and psychiatrists shall be made by the teacher from a list provided by the Board. The teacher shall have the right to seek an additional opinion or judgment from among state licensed physicians or psychiatrists at the teacher's choosing and at the teacher's cost.

- (9) The examination above may be waived and the Superintendent or his designee may rely upon the attending physician's assessment of the teacher's condition in extreme cases where incapacity is so severe as to render the examination without benefit or use. The Association shall be so informed and shall be provided an opportunity for representation prior to any further action in the matter.
- (10) A teacher alleged to be incompetent may be offered options in lieu of the Superintendent proceeding with documentation and charges against the teacher. Such options may include, but are not limited to: alternative job evaluation and job retraining, other employment opportunities within the district for which the teacher would be qualified, early retirement, and assistance in seeking other employment. During a mutually agreed upon period of transition, the teacher would continue to receive full salary and benefits.

2. Post Investigation Review

- a. Upon completion of the investigation, if a basis for action appears to exist, the Superintendent or his designee shall schedule a conference with the teacher and shall explain to the teacher, or the teacher's representative if the teacher is incapacitated, what the misconduct or other basis for potential action is, who the witnesses are and other sources of information upon which the potential action is being based as they are known at the time of the conference. What the witnesses said and what other sources of information indicated which are the basis for the potential action, what charges and recommendations he is considering, and what contractual and statutory procedures will be followed if charges are filed.
- b. Following the explanation by the Superintendent or his designee, the teacher may explain his perception of the facts with respect to the allegations within a reasonable period of time. He may explain or identify other sources of information including witnesses that may provide information concerning the allegations. The Superintendent or his designee shall then determine if further investigation is necessary or if formal written charges will be filed without further investigation and shall so notify the teacher of his decision.

3. Filing of Formal Charges

- a. At least one (1) week prior to the time that formal charges will be brought to the Board, the affected teacher and the Association shall be notified in writing of the charges, the Superintendent's recommendation to the Board, and the time that said charges will be brought to the Board. This time frame can be mutually waived by the Superintendent or his designee and the teacher or his representative. Notification shall also include depositions from witnesses, and the summary draft of the investigation, supporting the formal charges.
- b. The Superintendent shall bring the charges before the Board at the next regular meeting.
- c. Upon receipt of formal written charges and a recommendation to dismiss, the Board may act on the recommendation. If the decision is to proceed, the Board may suspend the teacher with or without pay pending a speedy resolution of the charges. The Board shall continue to provide insurance benefits to the teacher.

- d. Should the Board elect to suspend a teacher in accordance with the preceding section, the first forty-five (45) duty days of suspension following Board action shall be without pay unless the Board has requested an extension or has determined that the entire suspension shall be with pay.
 - e. If a hearing is requested, it shall be conducted in accordance with Florida Statutes Chapter 120 which is the Administrative Procedure Act. If the Chapter 120 hearing cannot be concluded within the first forty-five (45) duty days, a mutually agreeable alternative to the Chapter 120 hearing procedure may be established and followed. This alternative shall be considered on a case-by-case basis.
 - f. If charges are not sustained, the teacher shall be immediately reinstated; his back salary shall be paid; and he shall be deemed to have been an employee during the period of suspension for purposes of employee benefits.
 - g. Final action on a recommendation to dismiss a teacher or to fix terms under which a teacher may be returned to duty requires an affirmative vote of the majority of the Board. Appeal of the decision of the Board shall be as provided by law.
- D. A teacher holding a professional service contract of a continuing nature may be placed on probationary status or terminated following proper standards, including just cause, and procedures as set forth in Florida Statutes.

ARTICLE XIII
REDUCTION IN FORCE

- A. In the event of a district-wide reduction in force becomes necessary, the Superintendent shall notify the Association of such necessity in writing together with an explanation of the reasons for such reduction in force. Such notification shall be prior to formal School Board action relating to such reduction in force.

B. Lay-off

If a reduction in force becomes necessary, the Board shall determine the subject areas in secondary schools and the positions in elementary schools in which reductions will be made and the number of positions affected. The Association shall be notified of such determinations.

1. District-wide seniority and the certification of a teacher on the date of official Board action to reduce staff shall be the factors utilized in the lay-off procedures.
2. The lay-off of teachers shall be carried out on a district-wide basis using the following sequence:
 - a. district-wide attrition
 - b. interim contract
 - c. annual contract
 - d. continuing contract, including professional services contract
 - e. least district-wide seniority
 - f. degree status, or its equivalent (priority given to higher degree)
 - g. random selection (by lot)
3. If a teacher is teaching on a temporary basis out of the area of his certification when a reduction in force occurs, his status shall be determined by the area of his certification.
4. If an affected teacher has certification in two or more teaching areas, he will designate which teaching area will be the determiner of certification for purpose of reduction in force.

C. In the event a recall of teachers occurs, the following procedures shall be followed:

1. The Board shall determine the subject areas in secondary schools and the positions in elementary schools in which recall will be made and the number of teachers to be recalled.
2. No teacher shall be hired in a laid-off teacher's subject area or at the elementary level until all eligible, certified laid-off teachers have been recalled or have declined or failed to accept recall. No new teachers shall be hired in a subject area or at the elementary level before teachers who are laid-off from other areas and who may be qualified because

of certification have been offered the position and have declined or failed to accept the position.

3. Continuing contract teachers shall be recalled first in inverse order of lay-off. Annual contract teachers who have received a favorable recommendation from their principals shall then be recalled. Annual contract teachers with the longest district-wide seniority shall be recalled first. When district-wide seniority is the same, the annual contract teacher with the highest level certificate shall be recalled first. When district-wide seniority and certification are the same, a random selection list containing names of teachers with equal status shall be prepared to determine the order of recall.
 4. Each teacher shall notify the District, in writing, of an address to which a letter of recall may be sent. The recall letter shall be by certified mail, return receipt requested. Within fifteen (15) calendar days of mailing the letter of recall, a teacher shall notify the District, in writing, whether he will accept reemployment. Failure to respond to the letter of recall within the time limit automatically terminates the teacher's right to recall.
 5. Upon reemployment, all credit for salary, fringe benefits and seniority shall be restored.
 6. Any teacher who has been laid-off shall remain on an eligibility for recall list for a period of three (3) years from the date of lay-off. At the close of that time period, the teacher shall not be eligible for preferential treatment as assured by this Article.
- D. The foregoing procedures shall be implemented in compliance with any court-required ratio.

ARTICLE XIV
ACADEMIC FREEDOM

- A. Teachers shall have freedom in the implementation of the adopted curriculum, including the right to select materials and engage in classroom discussions as they relate to the subject matter being taught and the level of the student. The principal or immediate supervisor has the right and obligation to question, consult, and direct whenever necessary.
- B. A teacher may express his own opinions in regard to political, social and religious issues provided that the total presentation is essentially balanced and fair. He shall not use his professional contacts with students to impose upon them his personal convictions or those of any other individual or group.
- C. Teachers shall be responsible for determining students' grades and promotions pursuant to school and district-wide policies. When feasible, any administrative change in a grade or promotion shall not be made without prior consultation with the teacher. If such a change is necessary, the administrator responsible for directing the change shall initial the change on the student's permanent record, and indicate if the change was made without the teacher's agreement.
- D. Both parties are committed to the concept of progressive educational reform for the Orange County School System. To meet this goal, an educational task force shall be formed to discuss and conceptualize these issues. Meetings will be held at least four (4) times per school year.

ARTICLE XV

PUBLICATION AND CREATION OF MATERIAL

A. Publication

A teacher is encouraged to contribute professional articles and news items to local, state, and national agencies or organizations.

B. Innovations

The Board recognizes that a teacher may develop patentable or copyrightable educational materials.

1. Title to patents of educational innovations developed on school time or utilizing school supplies are equally the property of the Board and the teacher.
2. Educational innovations and/or materials created by a teacher during non-duty hours and utilizing his own supplies are the property of the teacher, and the Board hereby waives the right to receive any royalties for any such development.
3. Any materials or equipment created as a result of a teacher's contractual obligations to develop such materials are the property of the Board.

C. Projects

Any materials developed during working hours or utilizing school supplies for use in the school program, are equally the property of the Board and the teacher, but clear title shall vest in the Board if the teacher, for any reason, terminates his employment. A teacher changing work locations within the county may retain physical possession of such materials.

ARTICLE XVI
TEACHER DUTY DAY

- A. Except as otherwise provided in this Contract, the teacher duty day shall be seven (7) hours and thirty (30) minutes including a duty free lunch, or $37\frac{1}{2}$ hours per week total. A 30-minute flexible time block may be considered by each worksite supervisor after consultation with the faculty advisory committee. The 30-minute extension shall be compensated within the same work week. There shall be a minimum of a five (5) work day notification when the flexible schedule is to be utilized. The extension shall be used only for required meetings and shall be on a specific day.
1. When an emergency situation arises which could not be anticipated in advance, an extended duty assignment beyond the regular duty day may be made. When such an assignment becomes necessary, volunteers shall be utilized first. When no volunteers are available, priority consideration shall be given to teachers' personal commitments which cannot be re-scheduled. The teacher assigned on said extended duty shall be allowed to take an equal amount of compensatory time during non-student contact time to be taken within ten (10) duty days or at a time mutually agreeable to the teacher and the principal.
 2. When a personal emergency occurs such that a teacher must either arrive late or leave school early, and thus cannot fulfill a seven and one-half ($7\frac{1}{2}$) hour day, the teacher must make up lost time within ten (10) duty days except that when the absence requires use of a substitute teacher (other than the permanent substitute), the teacher shall be charged with appropriate leave. When a medical, legal or dental appointment involving the teacher or a member of his immediate family, or when a school-related conference involving the teacher's dependent is required that cannot be scheduled outside the teacher duty-day, a teacher shall be allowed to leave at the end of the regular student day. A teacher must make up time lost within ten (10) duty days. In anticipation of the scheduled appointment, a teacher may make up time in advance.
 3. On days preceding paid holidays, on county-wide election days, or preceding non-paid holidays (winter, spring, etc.), the teachers' duty day shall end at the close of the students' day. If the day preceding the paid holiday, county-wide election day, non-paid holiday (winter, spring, etc.) is a non-student contact day, the teachers' duty day shall be six (6) hours and thirty (30) minutes of continuous time, including a duty free lunch. On county-wide election days, teachers whose duty day usually begins forty-five (45) minutes or more before the student day who wish to vote before the duty day begins, may opt for reporting to work fifteen (15) minutes before the student day.
 4. On days when a teacher is attending in-service or college classes and is in need of reasonable commuting time in order to arrive on time for the activity, the teacher may leave at the close of the student day provided arrangements to accommodate duty or other school activities have been made and approved by the principal.
 5. On non-student contact days when teacher responsibilities may include reporting of grades, the parties agree that these grades may be required no more than one (1) hour prior to the close of the workday.
 6. In exchange for voluntary participation in activities such as PTA meetings, faculty meetings, inservice, field trips, evaluation meetings, etc., which occur outside the seven

and one-half hour day, teachers shall receive a reasonable amount of time off during non-student contact time.

- B. Teachers shall check (✓) in and out upon arrival and departure from their worksite on a standard form agreed to by the parties.
- C. A teacher, other than an itinerant teacher, who is required to leave his worksite in the performance of his assigned duties, shall leave with his immediate supervisor a daily itinerary, so that the teacher can be reached throughout the duty day. An itinerant teacher shall provide a weekly schedule to the principal of each school he serves during the week.
- D. The Board agrees that teachers may, with the approval of the principal, take part in activities outside the school building which are of interest to their present and prospective students. These activities shall include, but are not limited to, liaison activities with community and social agencies, vocational/educational guidance workshops, parental contact, exceptional education home visits, and job and educational placement activities.
- E. A teacher may leave the worksite, upon receiving permission, during his planning time and duty-free lunch. Itinerant teachers and cooperative education teachers may leave their worksite as authorized. No reasonable request shall be denied.
- F. No teacher shall be assigned more than three (3) hours of continuous student contact time.
- G. The teaching load in elementary schools for all teachers shall not exceed 1550 minutes of student contact time per week, including supervision. In the event supervision of students during the teacher duty day (before and after the student day) is required because there is no teacher receiving the extra-duty supplement, or because the teacher receiving the supplement for such duty is absent, or because of inclement weather, assignments shall be rotated on an equitable basis and such supervision shall not count toward student contact time. The teacher so assigned shall be given an equal amount of time off during non-student contact time within five (5) duty days or at a time mutually agreeable between the teacher and the principal. Assigned supervision within the total student contact time shall be rotated on an equitable basis.

Both parties agree with the concept of flexible media center scheduling, as agreed to by the elementary media center study committee, shall be fully implemented in all elementary schools by the beginning of the 1988-89 school year.

Both parties agree to form a committee to study elementary, middle and high school contact time. The committee shall be composed of an equal number of members appointed by the district and the Association. The committee report and recommendations shall be sent to both parties by May 1, 1991.

- H. The teaching load in the secondary schools shall not exceed 1,500 minutes of student contact per week. If the seven-period day is maintained, assignments to teaching periods in the senior high schools shall not exceed 1,250 of the 1,500 minutes of student contact per week unless written permission is provided by the Executive Deputy Superintendent. Written permission shall only be granted for extenuating circumstances such as block courses. A copy shall be sent to the Association. Assignments to a supervised study hall or non-compensated extracurricular or co-curricular activity during school hours shall be considered a teaching period. The homeroom period and passing time shall not be considered as student contact time, provided that homeroom time shall not exceed 10 minutes per day or 30 minutes per week, whichever is greater. If the homeroom period is extended beyond those limits, then the excess shall be

deducted from student contact time. Assigned supervision within the 1,500 minutes shall be rotated on an equitable basis.

- I. The teaching load in vocational schools shall not exceed six hours of instruction per day except as otherwise provided in this Contract.
- J. The Board agrees that scheduling changes shall be held to a minimum as required by instructional program, limitations in facilities or changes in student request for course offerings as determined by the principal. Under normal circumstances any changes for these reasons will be discussed with the affected teacher prior to the change.
- K. In developing schedules for elementary special area teachers, the principal shall seek advice from special area and other teachers as to appropriate schedules. At the end of each school year, each teacher may submit scheduling preferences for elementary special area teachers.
- L. Junior and senior high school teachers shall not be required to teach more than two (2) subject areas.
- M. Changing of duty stations for secondary teachers shall be kept to a minimum. Affected teachers shall be given the opportunity to present feasible alternatives to the principal for his consideration prior to the scheduled change.
- N. The Board agrees to provide substitute teachers for art, music, and P.E. teachers and media specialists. No full-time teacher shall be used as a substitute for another teacher except in cases of emergency or unforeseen circumstances. The parties agree to review the substitute teacher availability problem. Teachers who substitute for other teachers shall be paid at their hourly rate for the time they substitute in addition to their regular salary.
- O. **Class Size**
 - 1. The Board accepts the responsibility to provide the best learning environment possible for all students attending the Orange County Public Schools as determined to be economically feasible and responsible. It is also recognized that many inseparable factors such as student and teacher characteristics, instructional purposes, and instructional strategies and methods affect learning, and that effective instruction and learning can occur in different size student groups.
 - 2. The Board shall encourage class sizes consistent with District goals, the nature of different subject matter, instructional objectives, the requirements of different instructional processes, the capacities of the physical facilities, state laws and regulations, and the special needs of students. However, teacher allocations shall be based upon the assumption that smaller classes are more critical to the teaching and learning processes in the primary grades, K-3. Nothing herein shall be interpreted as prohibiting very small classes of independent study or very large classes when the subject matter and the capacity of the learning area are appropriate for such large group instruction. Furthermore, nothing herein shall be interpreted as prohibiting the organization of individual classes, regardless of their total sizes, into smaller learning groups or into combinations of larger learning groups with other classes if such sizes of groups are determined to be the most appropriate learning arrangements to meet different instructional needs.

3. The Board shall establish appropriate guidelines and policy which shall include at least the following provisions:
 - a. If an individual teacher feels a class(es) has an excessive number of students or the teaching load is excessive, he may request a meeting with the principal who will discuss the issue with the teacher and attempt to resolve it.
 - b. If the matter cannot be resolved within two (2) weeks at the school level, it shall be referred by the principal to the Executive Deputy Superintendent or his designee who will within two (2) weeks assess the situation and make a recommendation which, in his judgment, best serves the interest of the school system. Said recommendation will be made to the teacher and will state the reasons.
 - c. During the months of October and February, agents of the Board shall review reported class loads and shall investigate instances where such loads exceed adopted guidelines. Based upon their investigation, they shall take appropriate action in accordance with this section of the Contract. The results of said review and any actions taken shall be provided to the Association.
4. The final decision on adjustment of class size for an individual teacher shall remain solely the prerogative of the executive deputy superintendent or his designee.

P. Lunch Periods

1. The teacher shall have a daily duty-free lunch period of at least twenty-five (25) minutes during scheduled days of instruction.
2. On non-student contact days, teachers shall have a duty-free lunch time of one (1) hour and may, at their discretion, leave their worksite.
3. On student contact days, in work locations where there is no lunchroom or in job assignments which permit flexible lunch scheduling, a teacher may be given approximately one (1) hour for lunch by mutual agreement with his immediate supervisor. If this occurs, the work day for the teacher may be proportionately extended to provide for equity with other teachers. This shall not be construed as a violation of Section A of this article.

Q. Planning Time

1. All teachers shall have daily assigned planning time during which they shall not be responsible for students, in accordance with the following:
 - a. Secondary and adult vocational teachers shall have a daily planning period equal to a student academic period but not less than fifty (50) minutes.
 - b. Planning time in the secondary schools shall be contiguous.
 - c. Elementary teachers shall have at least three hundred (300) minutes per week for use as planning time which shall include times during the regular workday before and after the student day and times when elementary special area teachers are conducting the class. Each elementary teacher shall have a contiguous daily planning time equal to at least-forty-five (45) minutes. Elementary teachers shall not be required to remain in the classroom when an elementary special area teacher is conducting a class. It is the intent of the parties to implement a forty-

five (45) minute contiguous daily planning time. The Duty Day bargaining group shall meet to make recommendations for the implementation for the 1989-90 school year.

- d. Each high school teacher shall have his preparation period within the student day.
- 2. While planning time is intended for purposes of preparation, nothing herein shall preclude a teacher from using planning time for conferences with parents, administrators, or other teachers, or giving special assistance to students.
- 3. A teacher shall not be restricted to remain in a particular area of the school during his planning time.
- 4. Teachers who receive supplements for before and/or after school duty may not necessarily be guaranteed the planning time outlined above.
- 5. A reasonable effort will be made by the building principal to provide a specific area for planning. If a specific area cannot be located the principal shall confer with the Executive Deputy Superintendent or his designee within one (1) week of the initial complaint, who will within two (2) weeks assess the situation and make a recommendation. The recommendation shall be in writing with a copy to the teacher, principal, and the Association.
- R. Principals will cooperate with teachers in making arrangements for a break in either the morning or afternoon. When vocational courses are taught in three (3) hour blocks and students are given a break, teachers shall be entitled to the same break. In schools where principals have not been able to facilitate breaks, teachers may utilize at least ten (10) minutes of their planning time or a reasonable amount of student passing time as a duty-free break.
- S. Teachers shall attend faculty meetings as called by the principal. Any meetings called to solicit funds from teachers shall be preannounced as to the meeting's purpose, and teacher attendance shall be voluntary. Faculty meetings shall only be called for specific reasons and, except during pre-planning and post-planning, shall not exceed approximately one (1) hour per week except for emergencies.
- T. Required meetings or other required activities relating to the Beginning Teacher Program shall not infringe upon guaranteed teacher planning time or duty-free lunch of the peer teacher and of the beginning teacher. Arrangements shall be made to relieve the peer teacher and beginning teacher of student contact time or other required duties for a period equal to that utilized in the required meeting or activity relating to the Beginning Teacher Program.
- U. When available, a summary of the evaluation of the Impact program conducted in 1989-90 shall be distributed to all middle school teachers.
- V. The athletic trainer's workday shall be scheduled during regular school hours except when team responsibilities necessitate his leaving campus.
- W. Media centers in all schools shall observe a flexible schedule.
- X. Teachers shall not be assigned to, or responsible for the school clinic.

ARTICLE XVII

TEACHER WORK YEAR

- A. The work year for teachers on ten (10) month contracts shall consist of one hundred ninety-six (196) duty days of which one hundred eighty (180) shall include student contact.
- B. The work year for teachers on eleven (11) month contract shall consist of two hundred sixteen (216) duty days.
- C. The work year for teachers on twelve (12) month contract shall consist of all weekdays other than nine (9) paid holidays.
- D. The total number of holidays for ten (10) and eleven (11) month teachers shall be six (6).
- E. Paid holidays for teachers shall be as designated in the school calendar (Appendix F) and shall be in accordance with Sections C and D of this Article.
- F. Designated representatives of the Superintendent and the Association shall meet prior to March 1 to discuss a tentative two (2) year school calendar which shall include pre-school and post-school planning times, paid holidays, workdays, professional days, and starting and closing dates for the school year and the summer session. If agreement is not reached, the calendar shall be subject to negotiations. The calendar developed in this manner shall be as set forth in Appendix F which is incorporated into and hereby made a part of this Contract.
- G. When it becomes necessary to close a school or work location because of weather or for other reasons as deemed necessary by the Superintendent or his designee, both parties agree that the days lost shall be made up by extending the school year as determined by the Board for that school or work location, after consultation with the Association.
- H. Attendance at staff development and in-service activities off the school campus shall be voluntary except when attendance at such activities is necessary for the implementation of a required program.
- I. There shall be no mandatory staff development or inservice during the first or final day of pre-school planning nor during post-school planning except for teachers with district-wide assignments.
- J. Teachers who must prepare Individual Educational Plans (IEPs) shall be provided release time for up to three (3) student contact days per year from regular duties in order to perform duties related to said preparation, at a time mutually agreeable between the teacher and the principal. Additional time may be requested. Release time shall be provided in reasonable blocks of continuous time. Additional IEPs for students shall not be required during the summer if the students have an appropriate IEP covering that period of time.
- K. Any teacher transferred within the student year shall be provided at least a total of three (3) student contact days at the school sites for orientation and preparation prior to assuming responsibilities for teaching students. An elementary school teacher whose grade level assignment is changed during the student year shall be provided with at least a total of two (2) days for orientation and preparation prior to assuming responsibilities for teaching students at the new grade level.

L. Extended Contracts and Additional Employment

The following procedures shall be followed in the selection of volunteers for extended contracts and additional employment:

1. The Board shall establish its program needs for summer session employment.
 2. Teachers shall be paid a full day's salary if they report to work in the summer session and there are not enough students to justify the continuance of the class.
 3. The Board shall post in each worksite, not later than three (3) weeks before the close of the second semester a list of anticipated positions for summer school teachers, summer writing teams assignments and specially funded programs, including an estimate of the length of time involved in the beginning and ending dates.
 4. Regularly employed teachers who apply and who are members of the bargaining unit shall be considered for additional employment for which they are certified (night, summer, etc.) before additional employees are hired. Such consideration first shall be given to those assigned to the worksite for the coming school year. In adult vocational centers, if a course is continued during the summer session, the teaching position(s) shall first be offered to the teacher(s) who taught that course during the regular school year and who wishes to teach the summer session. Nothing herein shall prohibit mutually acceptable agreements between teachers and a worksite supervisor to divide the work assignments in an equitable manner.
 5. A teacher shall apply for summer school employment on the "Application for Extended Employment" form.
 6. Required student records and preparation of student-related reports shall, to the extent feasible, be kept through an automated system modeled after the system in existence for the regular school year. The Forms Management Committee will continue to monitor procedures for the summer session.
 7. Each high school with a summer academic program will be allocated a minimum of one half-time media specialist for the summer session.
- M.** Nothing herein contained shall be construed to prohibit the Board from offering an extended contract to an individual teacher provided, however, that no teacher shall be required to accept an extension except as may be provided elsewhere in this Contract. Employees shall be reimbursed for any extensions at their daily rate of pay except as may be provided elsewhere in this Contract.
- N.** Guidance counselors, and media specialists shall be notified by May 1 of the availability of five-day contract extensions for the period following post-planning. By July 1, these teachers shall be notified of the availability of five-day contract extensions for the period preceding pre-planning. Guidance counselors and media specialists who feel that an adequate number of days has not been provided may appeal to the associate superintendent for instruction or his designee.
- O.** The Board may require an extension of up to three (3) days, contiguous to pre-planning, for ten (10) month employees to conduct preliminary screening of students as required by the PREP law (Florida Statute). Teachers shall be reimbursed at their daily rate of pay for the upcoming school year. Teachers will be notified of the dates of said contract extension no later than the last day of post-planning.

- P. The Board may require up to two (2) days of district-wide orientation for teachers new to the district or returning after a break in service of five (5) or more years. The orientation session shall precede pre-school planning by no more than one (1) week. Teachers required to attend shall receive a stipend for each day equivalent to the daily rate of pay for a substitute with a teaching certificate.

The Association will be provided a mutually agreeable place on the general agenda for discussion of matters not related to negotiations. The CTA may, at its option, conduct a voluntary Association meeting at the close of the first day.

- Q. CRTs assigned to elementary schools or special centers shall be notified by May 1 of the availability of up to twenty (20) day contract extensions during the summer months.
- R. All secondary cooperative method vocational education teachers and agricultural teachers shall be notified by May 1 of the availability of contract extensions for the summer months.
- S. The athletic director shall be offered up to a four-week extended contract. The four-week period may be arranged as mutually agreed upon by the work site supervisor and the athletic director.
- T. Extended employment shall be offered to teachers if their classes or program responsibilities continue beyond the 10-month period. The principal or director shall establish the length of the extended employment in accordance with the provisions of section L.1. of this article.

ARTICLE XVIII

SALARY

- A. Salaries for teachers shall be as set forth in Appendix A, which is incorporated into, and hereby made a part of this Contract. All salary increases shall be effective beginning July 1 of each contract year.
- B. Salaries paid for supplemental activities are set forth in Appendix B and Appendix J which are incorporated into, and hereby made a part of this Contract. All salary increases shall be effective beginning July 1 of each contract year.
- C. The daily rate of pay for teachers will be determined by dividing their annual salary by the number of duty days specified in their primary contract of employment. If teachers attend workshops to be paid at the teacher's daily rate and if the payment is in addition to the teacher's annual salary, all teachers shall be paid at the daily rate for ten (10) month teachers. Supplements shall not be included in the daily rate calculations. Scheduled work beyond the seven and one-half (7½) hour teacher day shall be paid as set forth in Appendix G, or as otherwise specifically provided in this Contract.
- D. Summer session employment shall be paid at the teacher's daily rate of pay in effect during the contractual period immediately preceding the summer session. Variations to the normal five (5) day work week shall be as set forth in Appendix I which is incorporated into, and hereby made a part of this Contract. Supplemental salary shall not be included in calculating the daily rate of pay.
- E. **Method of Payment**
 - 1. The Board shall issue paychecks in equal biweekly installments. The teachers shall receive their first paycheck on Wednesday of the third (3rd) week of their work year.
 - 2. If requested on or before the last day of pre-planning on a form provided by the Board, ten (10) month teachers shall be placed on deferred pay status. Ten (10) month teachers shall receive 1/25 of their regular salary in biweekly installments, and their remaining salary shall be paid in one check within three working days following the end of postplanning.
 - 3. All salary, except for one biweekly installment, shall be paid by the last day of postplanning. The board shall issue a check for the final biweekly installment within three (3) days and shall mail said check to the last known address, if requested by the teacher. If the board selects a four-day workweek for the summer, the last check will be issued within two (2) working days.
 - 4. Upon request of the teacher, the Board shall provide direct deposit of each of the teacher's paychecks, including supplemental paychecks, to the financial institution of the teacher's choice. This provision shall be subject to mutually agreed upon regulations relating to direct deposit.
 - 5. The Board shall issue paychecks to teachers employed for the summer in equal installments, insofar as possible, on the same biweekly schedule as in Section E.1. above.
 - 6. Insofar as possible and feasible, supplements shall be distributed in equal monthly payments with the last paycheck the employee receives each month. Payment for recipients of athletic supplements, and Band Directors, whose names have been submitted to the program coordinator for athletics by August 20, and whose activity

begins prior to September 1, shall be made beginning with the last paycheck in September. All other known supplement receivers shall receive payment beginning with the last October paycheck.

7. The Board agrees to implement a bi-weekly pay schedule effective with the first check of the summer program.
- F. If termination of employment as a result of death occurs, all salary owed shall be paid to the teacher's designated beneficiary or estate if no beneficiary has been designated.
- G. A teacher shall be paid on the salary schedule, based upon degree or its equivalent, advanced preparation, and years of experience, subject to the following criteria:

1. **Credit for Teaching**

- a. Credit shall be given for teaching experience in other school systems, including college teaching, for up to fifteen (15) years of experience in Florida and up to fifteen (15) years of experience out of state, not to exceed a total of fifteen (15) years. One (1) day more than the number of days constituting one-half ($\frac{1}{2}$) year of another state's regular school year shall be considered as one (1) year of credit. Ninety-nine (99) days of teaching in any one (1) regular school year in Florida shall be considered as one (1) year of credit. Credit for all teaching experience in the district shall be given in addition to any credit given for work experience or teaching experience credit outside the district.
- b. Paid holidays shall be counted in computations which apply to credit for teaching.
- c. Half-time teaching shall be combined for salary credit, i.e., two (2) one-half ($\frac{1}{2}$) years or two (2) half-time years equals one (1) year of experience. One-half ($\frac{1}{2}$) year of teaching shall be defined as at least fifty (50) but less than ninety-nine (99) days, fifty (50) of which must be continuous, in any regular school year. Any two half years to be combined for a year of salary credit must occur within a five year period.
- d. Teaching experience credit shall apply to equivalent school employment, such as guidance, media specialists, and curriculum resource teachers, and permanent substitute experience in Orange County.
- e. No salary credit shall be given for substitute teaching, except as stated above in G.1.d. graduate assistantships, or private nursery school or kindergarten teaching unless kindergarten teaching is a part of an elementary school. For teachers being employed for the first time in Orange County, no salary credit shall be given for teaching for any time prior to a teacher being awarded a four-year degree. Substitute teaching as used in this section does not apply to replacement teachers who are under contract with the Board.

2. **Work Experience**

A maximum of fifteen (15) years work experience in Florida and up to fifteen (15) years of out of state, excluding those years required for certification, not to exceed a total of fifteen (15) years, shall be granted for salary purposes to:

- a. Those positions requiring work experience for certification
- b. Social workers/guidance counselors

c. Duly licensed Audiologists, Occupational Therapists, and Speech Pathologists.

3. Military Experience

If honorably discharged, including a general discharge under honorable conditions, credit for pay purposes shall be granted for up to four (4) years of active military duty in the armed forces of the United States of America.

4. A maximum of four years work experience and/or teaching experience for which a teacher is receiving retirement benefits, including military, shall be applied as years of experience for salary purposes.
5. Teachers shall be paid for zero (0) years of experience until such time as verification for experience is received by the Board. Upon verification of experience any payment of back salary shall be made at the end of the next payroll period. Any salary adjustment for experience credit shall begin with the school year in which the adjustment is made and shall be retroactive to the beginning of that school year.
6. Half-time teaching, work experience related to certification, and military experience shall be combined for salary credit, i.e., two (2) one-half ($\frac{1}{2}$) years or two (2) half-time years equals one (1) year of experience. One-half ($\frac{1}{2}$) year of experience shall be defined as at least fifty (50) but less than ninety-nine (99) days, fifty (50) of which must be continuous, in any regular school year. Any two half-years to be combined for a year of salary credit must occur within a five-year period.

H. Credit for Advanced Degrees

1. Advance degree credit for placement on the salary schedule shall be as provided below:
 - a. The teacher applying for credit for an advanced degree will provide an official college transcript of record showing the award of the earned degree to the Personnel Department.
 - b. If the transcript does not indicate the date on which the degree was awarded, the teacher will provide additional confirmation that the degree was awarded by either:
 - (1) an updated transcript showing the date of the award;
 - (2) a copy of an official letter from the institution indicating the date the degree was awarded; or
 - (3) a copy of an official diploma from the institution indicating the date the advanced degree was awarded.
 - c. It is understood that the advanced degree shall have been granted by a standard institution or shall have been properly validated as described in the State Board of Education Rules.
2. Teachers shall be paid on the salary schedule for persons with a bachelor's degree or its equivalent until such time as an advanced degree is verified, at which time the Board shall adjust the teacher's salary according to his degree or its equivalent. Any payment of back salary shall be made at the end of the next payroll period. Any salary adjustment for advanced degrees earned within the school year shall be retroactive to the date of completion.

- I. Salary adjustments for administrative mistakes in granting salary credit shall be retroactive. The retroactive period for back pay shall include the current year and up to a maximum of five (5) previous years. The teacher shall receive the appropriate back pay, once this is brought to the attention of the Personnel Department, at the end of the next payroll period. If a teacher has been overpaid on the salary schedule, an adjustment on the salary schedule shall be made at the end of the next payroll period, and arrangements shall be made whereby the teacher may take a period of time, up to the end of that school year, to reimburse the Board for such an overpayment. In extreme cases, the time may be extended. Except in cases where a teacher knew or should have known of the overpayment, the total amount due for an overpayment on the salary schedule shall only be retroactive for the school year in which the adjustment is made.
- J. JROTC instructors shall be paid in accordance with G.2. of this salary article and no less than the difference between their active duty pay and their retirement pay from the military.
- K. A teacher shall be responsible for providing documentation relating to salary credit to the Personnel Department. This shall include current or changed teaching certificates.
- L. This Article shall not diminish salary credits for any currently employed teacher, teacher returning from Board-approved leave, or teacher being re-hired following a reduction in force.
- M. A teacher may be retained at his existing step on the salary schedule if identifiable unsatisfactory performance exists. The following procedure shall be used:
 - 1. The principal shall notify the teacher in writing of the specific areas where unsatisfactory performance is alleged, including specific examples. Notification shall occur prior to the beginning of the second semester.
 - 2. A conference shall be held between the principal and the teacher within ten (10) duty days to review the alleged unsatisfactory performance.
 - 3. A specific remediation plan, including reasonable timelines, shall then be developed by the principal. Assistance shall be given to the teacher. It is understood that this process applies only to deficiencies which if uncorrected could be job threatening.
 - 4. Within ten (10) duty days of the development of the specific remediation plan, the teacher may request an independent review of the remediation plan and its causes by the appropriate Associate Superintendent or designee.
 - 5. Failure to perform satisfactorily prior to May 1 may result in a recommendation for retention on the salary schedule by the principal, with concurrence of the Associate Superintendent. The Executive Deputy Superintendent or his designee other than a previous reviewer, shall then review all pertinent documentation and make a recommendation to the Superintendent. A copy shall be provided to the Association.
 - 6. The Superintendent shall make a decision for retention on the salary schedule prior to June 1 and shall notify the teacher with a copy sent to the Association.
 - 7. The teacher is entitled to Association representation throughout the procedure.
 - 8. If a teacher is retained at his existing step for the subsequent year and demonstrates satisfactory performance he shall be advanced on the salary schedule as if a freeze had not occurred.

- N. The Career Development Program as specified in Florida Statute 231.5335 may be modified by mutual agreement of the parties provided the law remains substantively the same. The entire plan shall be renegotiated if there are substantive changes in the law. If the plan is not fully funded by the Florida Legislature, the Career Development Program shall cease to exist.

ARTICLE XIX
FRINGE BENEFITS

The Board agrees to provide, at no cost to the teacher, the current health insurance program or a program equal to or better than the current benefit program as outlined in Appendix L.

A. Expenses

1. A teacher assigned to more than one (1) worksite shall have one (1) worksite assigned as his base school, and shall be reimbursed for all mileage excluding the round trip mileage from his home to his base school. Reimbursement shall be at the maximum rate allowed by Florida law.
2. A vocational teacher who is authorized and required to use his automobile shall be reimbursed at the maximum rate permitted by Florida law.
3. Each itinerant teacher and each vocational teacher who is authorized and required to use his automobile in the performance of his assigned duties, shall be reimbursed for tolls paid upon submission of receipts for same.
4. A teacher, other than an itinerant teacher or a vocational teacher, who is reimbursed for authorized travel, shall not be required to utilize his automobile for work-related travel. If a teacher is authorized and has agreed to use his automobile for work-related travel, said teacher shall be reimbursed at the maximum rate permitted by Florida law.

B. Free off-street parking facilities shall be provided for teacher use at each school except that the Board agrees to make parking arrangements for health occupations teachers on assignment to Orlando Regional Medical Center. Teacher and student parking at high schools shall be separate.

C. A teacher may attend, free of charge, all school activities relating to his school except those at which a regulatory agency prohibits the recognition of a pass. This shall not cease the current practice of issuing coaches passes. Passes to district activities in which students participate shall be made available to teachers with 10 or more years teaching experience. Such passes shall not apply to activities at which a regulatory agency prohibits recognition of the pass.

D. The Board will provide free payroll deduction of tax sheltered investments (under the provisions of Section 403 B of the IRS Code), Credit Union, U.S. Savings Bond program, fringe benefit insurances included in this Contract, and as soon as feasible, the IRS Section 125 Program. 403 B deductions shall be transmitted to the appropriate agency twice monthly. This will be implemented as soon as practicable but no later than July 1, 1989.

E. Terminal Pay

1. Upon retirement a teacher shall receive terminal pay as follows:
 - a. If a teacher retires during the first three years of service, the daily rate of pay multiplied by thirty-five per cent times the number of days of accumulated sick leave.

- b. If a teacher retires during the fourth through sixth year of service, the daily rate of pay multiplied by forty per cent times the number of days of accumulated sick leave.
- c. If a teacher retires during the seventh through ninth year of service, the daily rate of pay multiplied by forty-five percent times the number of days of accumulated sick leave.
- d. If a teacher retires during and after the tenth year of service, the daily rate of pay multiplied by fifty percent times the number of days of accumulated sick leave.

2. Additional Terminal Pay

If a teacher retires after the thirteenth year of service, and (a) notifies the Personnel Department in writing on or before April 1 of the fiscal year in which he is retiring, and (b) works at least forty-five (45) duty days during that fiscal year, he shall receive the daily rate of pay multiplied by the following formula times the number of days of accumulated sick leave, in accordance with Article VIII. K.

- a. 75% if less than 100 accumulated days.
- b. 100% if 100 or more accumulated days.

- 3. Terminal pay shall be made available within thirty (30) duty days of the date of retirement, or as mutually agreed upon between the teacher and the Board within the fiscal year. The parties agree that the Fringe Benefits Committee shall explore options to defer payment into subsequent tax years for the most favorable tax break allowable by federal law. A report shall be given to the Association and the Board by February 1, 1991.
- 4. The Board agrees to provide terminal pay to the teacher's designated beneficiary, or to the estate of the teacher if no beneficiary has been designated; if active service is terminated by death, said terminal pay shall be in the amount stated above. Active service shall include a teacher on Board-approved leave.

F. Terminal Pay - Annual Leave

A teacher on twelve (12) month contract whose employment is terminated for any reason shall be paid for earned annual leave at his current daily rate of pay. Payment shall be made within thirty (30) duty days of the date of departure.

G. Sick Leave Bank

- 1. The following procedures shall apply to the bargaining unit teachers' participation in the Orange County Public Employees Sick Leave Bank, hereinafter referred to as the Bank.

2. Membership

Any bargaining unit teacher having been employed by the Board for one (1) school year and having at least six (6) days accrued sick leave may enroll in the Bank by voluntarily contributing one (1) sick leave day to the Bank. The six (6) days may occur at any time during the enrollment period.

- a. Members shall contribute one (1) sick leave day at the time of enrollment and additional days to replenish the Bank as set forth below. Enrollment must be made on a form provided by the Personnel Department. The enrollment/withdrawal form shall only be changed after receiving input from the Association, and it shall be attached to the Contract as an information item.
- b. Any sick leave days contributed to the Bank shall be deducted from the accrued sick leave balance of that member. Such days shall not be returned except as a benefit or as prescribed below.
- c. Membership in the Bank shall be voluntary. Voluntary withdrawal will be effective immediately upon receipt by the Personnel Department of written notification of the member's intent to withdraw. The member shall not be eligible to withdraw sick leave already contributed to the Bank.
- d. Members who are retiring shall be permitted to donate any portion of their unused sick leave days to the Bank.

3. Bank Implementation and Duration

- a. The Bank shall have two enrollment periods yearly (the first thirty (30) calendar days of the first and second semesters).
- b. A member enrolling during a specific enrollment period may begin receiving benefits from the Bank commencing with the first duty day following the close of the enrollment period. Benefits shall be retroactive during that enrollment if the enrollee meets all other eligibility requirements.

4. Replenishment Contributions

- a. Following the establishment of the Bank, all participating members shall contribute an additional sick leave day in order to continue membership if the balance of the Bank is diminished below three hundred (300) days, at which time each participating member shall be sent a notice. Participating members will have a twenty-one (21) calendar day time limit from receipt of the replenishment notification to withdraw from the Bank. Assessment will be automatic if the member does not return the signed enrollment/withdrawal form to the Personnel Department within the time limit.
- b. If a member is unable to contribute the day, that member will be ineligible for the benefits of the Bank until he has accrued two (2) sick leave days, at which time the assessment of one (1) day will be automatic. This, however, will not apply to any member who is receiving benefits from the Bank.
- c. If the Bank cannot be replenished, it will be terminated when the total number of days has been exhausted.

5. Administration and Governance

- a. The Personnel Department or other department designated by the Superintendent will administer the Bank and determine the validity of claims against the Bank. If the claim of a unit member is determined to be invalid, the employee and the Association will be notified in writing. The reason for denial shall be provided. The determination shall be expedited in cases of extreme hardship. If a claim is determined to be invalid, the teacher may request, in writing, reconsideration of the decision within two (2) duty days of receipt of the denial. If this fails to resolve the dispute, the determination shall be subject to the grievance procedure.
- b. The department administering the Bank will make available, upon request, quarterly reports of usage of the Bank to participating members. A copy shall be provided to the Association. The report shall include at least the number of days used and the reasons for usage. Each worksite shall receive a copy of the quarterly report to be posted.
- c. The executive director of CTA, or his designee, shall serve on the Sick Leave Bank Committee.

6. Eligibility

In the event of a personal serious illness, accident or injury causing a member to be absent from work for an extended period of time, the member may receive paid leave as follows:

- a. All accumulated sick leave must first be expended.
- b. Application must be made to the Personnel Department, submitting a written request including a statement from a doctor attesting to the member's extended illness, accident or injury and stating the probable date the member will be able to return to work. The applicant will bear the cost of obtaining the medical statement.
- c. A participating member shall be eligible for the use of sick leave from the Bank if the member is on Worker's Compensation. The sick leave days shall be prorated downward according to the percentage of the daily rate not paid through Worker's Compensation in accordance with Article XX. A participating member who is receiving illness-in-the-line-of-duty leave shall also be eligible to use sick leave from the Bank upon the depletion of those days and in compliance with the other eligibility requirements of the Bank.
- d. To draw from the bank, a teacher must have a minimum accumulation of six (6) sick leave days. If the teacher using the bank does not have the six (6) days minimum requirement at the time of need, he shall owe the bank the six (6) days minus the total accumulation he has at the time. He shall have up to three (3) years to repay the days. If the affected teacher resigns or retires, prior to repaying the days, the daily rate of pay for the balance of days owed shall be deducted from his final paycheck.

7. Benefits

The Bank is designed to ease the financial impact of serious illness, accident or injury. Although not an exclusive list, typical usage would be for heart attack, cancer,

automobile accident or major surgery. The Bank is not intended to provide benefits to those members having elective surgery or normal maternity-related cases. Upon approval of the application by the Personnel Department, a member may draw from the Bank up to a maximum of one hundred (100) paid sick leave days for each period of extended illness, accident or injury, subject to the following provisions:

- a. Drawing of sick leave days is based upon availability of sick leave days in the Bank. In no case shall this leave be granted beyond the number of days in the Bank.
- b. Members shall not have to pay back in any manner the number of days used from the Bank except as outlined in the Abuse of Benefits section and eligibility section.
- c. Any sick leave drawn from the Bank by a participating member must be used for said member's personal illness, accident or injury.
- d. Should this benefit be terminated by death, the member's eligibility shall cease upon the day that death occurs.
- e. Eligibility shall be based upon the duty days associated with the contract of the member.
- f. Sick leave days may be drawn in fractions from the bank so that the combined total of workers compensation and sick leave bank benefits shall not exceed 100 percent of a worker's regular daily pay.

8. Abuse of Benefits

- a. Alleged abuse of the Bank shall be investigated by the Superintendent or his designee and, on a finding of wrong doing, the member shall repay all of the sick leave days drawn from the Bank found to be abused. A requirement for repayment shall be subject to the grievance procedure and the arbitrator shall limit his decision to whether or not the finding was justified. The decision shall not be split.
- b. Alleged abuse of the Bank may be considered grounds for disciplinary action in accordance with Article XII.
- c. Proven abuse of the bank shall result in permanent termination of membership from the bank.

H. The parties agree to participate in a joint Fringe Benefit Committee for the following purposes:

1. Discussing current insurance coverages
2. Reviewing alternatives to the current coverages
3. Reviewing and recommending improvements in the current coverages
4. Reviewing and recommending changes in third party administrators, and PPO providers
5. Participating in the development of specifications for insurance benefit programs and other contracts prior to their being released for bid
6. Reviewing bids prior to the time of award of contracts

- I. As an ongoing benefit, the board shall purchase a retirement annuity for each teacher retiring early as of the 1989-90 school year and having at least 28 years of creditable Florida Retirement System service and be at least 58 years old. The annuity shall be purchased in the amount equal to the total difference in retirement income between the retirement benefit based on average monthly compensation and creditable service as of the teacher's early retirement benefit date. The board's agreement to purchase annuities for retirees in 1989-90 does not guarantee the program will be offered in future years. The subject of early retirement annuities will automatically be a topic of negotiations each year, however.
- J. The parties agree to continue cooperative efforts in providing an Employee Assistance Program. The Board shall continue to provide basic funds for the continuing operation of the program.
- K. The Board shall provide one hundred fifty dollars (\$150) per year for each teacher for a multi-optional insurance program through the IRS Section 125 provision. The money may be applied toward the purchase of additional insurance coverage such as family health insurance, dental, optical, disability, additional life and hospital indemnity insurance and retirement annuity programs or as salary. Details for the implementation of the program shall be the responsibility of the Fringe Benefit Committee.

(Note: moved to Appendix B)

- L. Teachers retiring from the Orange County School System, who are not eligible for Medicare at the time of retirement, will be eligible for a position as a retired substitute teacher and will, under this provision, be entitled to extended medical benefits.
 - 1. Retired teachers interested in this option shall notify the Personnel Department of their interest to apply. Application and approval may be made prior to notification of anticipated retirement.
 - 2. Selection of eligible teachers shall be based upon the anticipated need for substitutes.
 - 3. The Board will select applicants which best serve the instructional needs of the district.
 - 4. Teachers, who are selected, shall agree to serve as a substitute teacher for twenty-eight (28) days during the year in which the benefits commence.
 - 5. The Board reserves the right to terminate the retired teacher from this program for misconduct or upon recommendation of a work site supervisor, provided the teacher has been warned of possible termination and has been given reasons for the termination.
 - 6. The Board agrees to pay the health insurance premium for the retired substitute teacher for the duration of his association with the program.
 - 7. An annual review by the Fringe Benefit Committee of the number of days required by the retired substitute to maintain his health benefits shall be conducted. The adjustments that are needed to reflect changes in the premium shall be provided in writing to the current members of the program.
 - 8. Teachers unable to complete their obligations under these provisions due to verifiable long-term illness shall not be denied the benefits of the program.

ARTICLE XX
LEAVES OF ABSENCE

A. Comprehensive Leave Provisions

1. General - All Leaves

- a. Applications for leave, except short-term sick leave with or without pay, shall be submitted to the principal or immediate supervisor on a form provided by the Board. In the event of an unforeseen absence, every effort shall be made to contact the principal or immediate supervisor so arrangements can be made to secure a substitute teacher if necessary.
- b. A teacher shall be entitled to take leaves of absence in increments of full or half days.
- c. A teacher shall not be permitted or required to arrange for a substitute in the event of his absence.
- d. If at any time the reasons given for requesting leave have changed, the teacher shall promptly notify the worksite supervisor and shall either be directed to return to duty or continue leave.
- e. Upon return from leave, the teacher shall complete a certificate of absence.
- f. During leaves of six (6) or more duty days, a teacher shall not be required to keep records, prepare lessons, nor perform any of the duties required while in attendance.
- g. The Association shall be consulted prior to any modification of the forms for requests for leaves of absence and certificate of absence.

2. General - Long-Term Leaves

- a. All long-term leaves of absence, unless specifically stipulated otherwise, shall terminate on June 30 of the fiscal year for which the leave was granted.
- b. A teacher granted a long-term leave of absence may not be employed in a full-time capacity while on leave. This condition may be waived by action of the Superintendent or his designee.
- c. Return from long-term leave
 - (1) A teacher who plans to return to duty at the expiration of a long-term leave (other than sabbatical) shall notify the Superintendent in writing by March 15 of the school year for which the leave was granted. In the event the leave was granted after March 15, written notification of the teacher's intent to return to duty at the expiration of the leave shall be deemed given upon approval of the leave. On or before March 1, the Board shall notify persons on leave that they must inform the Board of their intent to return from leave. Except for extenuating circumstances, a teacher who fails to file his

intent to return shall be considered to have resigned with an effective date of June 30.

- (2) A teacher on continuing contract or professional service contract, who has been granted long-term leave of absence may return to duty without prejudice upon the expiration of his leave. He shall retain full credit for years of teaching service prior to the leave and his continuing contract or professional service contract status.
- (3) A teacher desiring to return from leave prior to the date of intent to return shall be allowed to return to duty only when a vacancy exists for which the teacher is certified and/or qualified. No new teacher shall be hired for such vacancies until any teacher desiring to return early from leave has been placed.
- (4) An annual contract teacher who has been granted a long-term leave of absence which extends beyond his contractual period may be reemployed without prejudice upon the expiration of his leave provided he is recommended for employment. He shall retain full credit for years of teaching experience prior to the leave.
- (5) Failure or refusal of a teacher returning from long-term leave to accept a written offer of assignment made to the teacher's last known mailing address shall remove any obligations of the Board to provide the teacher employment.
- (6) When a teacher returns from long-term leave, assignment shall take place in accordance with Article VIII.

d. Extension of Long-Term Leaves

- (1) Upon the request of the teacher, one (1) extension of up to one (1) year shall be granted for long-term medical leave and one (1) extension of up to one (1) year may be granted for other long-term leaves. The Superintendent or his designee may grant an additional extension.
- (2) A teacher who desires an extension of long-term leave, except as specified in the Long-Term Sick Leave Section herein, must submit a request for same in writing to the Personnel Department prior to the expiration of the leave. If the request is for the following school year, it must be submitted by March 15. The Personnel Department shall notify the teacher of the disposition of the request for leave extension within twenty (20) days from the request or five (5) days after the School Board meeting at which the request was considered, whichever comes first.

B. Sick Leave

1. Sick leave shall be earned by a teacher in the following manner and its use shall be governed by these provisions:
 - a. A teacher shall be entitled to four days of sick leave with pay on the first day of employment of each contract year.

- b. A teacher shall earn one day of sick leave with pay at the end of each month of employment, credited at the end of that month, which shall not be used prior to the time it is earned and credited to the teacher; provided that the teacher shall earn no more than one day of sick leave times the number of months of employment during the contractual year of employment.
- c. A teacher may transfer unused sick leave days from another Florida school district, from another job within the district, and from other State agencies as provided by law. It shall be the teacher's responsibility to assist in securing the requested transfer of sick leave credit from his previous employer. One day of sick leave may be transferred for each day accrued with Orange County.
- d. There shall be no limit in the number of sick leave days which a teacher may accrue.
- e. Any sick leave days credited to a teacher at the time of an approved leave of absence shall be credited to the teacher upon return to active teaching. Any sick leave with pay used during the term of the approved leave shall be deducted from the accumulated sick leave balance.
- f. When a teacher finds it necessary to be absent, he shall notify his immediate supervisor or the supervisor's designee, the night before, or at least one hour prior to the time the teacher is scheduled to report for duty, except in case of emergency.
- g. Sick leave may be used for personal illness of the teacher or for death or personal illness of a member of his immediate family. Immediate family shall mean husband, wife, father, mother, brother, sister, son, daughter, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, nephew, niece, stepchildren, stepparents, and other persons of the teacher's household.
- h. A teacher shall be entitled to use accumulated sick leave for pregnancy for a medically certified period of temporary disability due to the pregnancy. If additional leave is desired, it shall be requested under the provisions for child care leave, and shall be without pay.
- i. A teacher shall be entitled to use accrued sick leave for the purpose of taking physical examinations.
- j. If questions arise concerning the ability of the teacher to perform assigned responsibilities, the Superintendent may request the doctor to review his recommendation for the commencement of or return from a sick leave.

2. Sick Leave - Without Pay May Be Used By A Teacher In The Following Manner:

- a. A teacher who has exhausted his accumulated sick leave shall be entitled to sick leave without pay for the reasons stated in B.1.g. and h. above not to exceed twenty (20) duty days.
- b. A teacher may be granted up to one (1) year long-term sick leave without pay upon exhausting all accrued sick leave. Long-term sick leave without pay may be renewed each year upon written request by the teacher. All requests for long-

term sick leave shall be accompanied by a doctor's certificate that the teacher is unable to perform his duties.

- c. A teacher on long-term sick leave may not be employed in any capacity unless this provision is waived by the Superintendent after a request for waiver is made by the teacher. If the teacher desires to return from leave prior to the date of intent to return and no position for which the teacher is certified and/or qualified is vacant, this provision shall be waived.
- d. When the teacher finds it necessary to be absent, he shall notify his immediate supervisor or the designee the night before, or at least one (1) hour prior to the time the teacher is scheduled to report for duty, except in case of emergency.

C. Illness/Injury In-Line-of-Duty Leave

- 1. A teacher shall be entitled to illness/injury in-line-of-duty leave with pay when he has to be absent from duty because of:
 - a. a personal injury in the discharge of duty.
 - b. an illness contracted as a direct result of his employment, if it can be proven that the illness was not contracted from another source.
- 2. Said leave for each illness or injury shall be for a period of time not to exceed ten (10) duty days during the school year. A teacher may request additional leave as provided in Florida Statutes. If an employee is injured in the line of duty, as a result of a physical assault and/or battery, and qualifies for illness-in-the-line-of-duty leave, the employee shall be eligible to receive an extension of said leave. Claims shall be subject to the criteria established for the sick leave bank for serious illness, accident or injury and/or the Employee Assistance Program, where applicable.
- 3. If additional leave is needed and not granted under the provisions of Florida Statutes, the teacher may elect to take accrued sick leave or to be paid under Worker's Compensation. If he chooses the latter he shall be paid the balance of his daily rate of pay not provided by Worker's Compensation by using his accumulated sick leave. In that case, his remaining sick leave balance shall be prorated downward according to the percentage of his daily rate not paid through Worker's Compensation.

D. Personal Leaves

- 1. Short-Term
 - a. A teacher shall be allowed up to a maximum of five (5) school days per year for personal reasons without a deduction in pay. Such absences should be used for matters which cannot be scheduled outside of regular working hours.
 - b. Personal leave cannot be taken during the following periods of time except in cases of emergency, to attend the graduation of a spouse, child, parent or self, or the observance of a religious holiday:
 - (1) One (1) working day before and after a scheduled holiday.
 - (2) The first five (5) days and the last five (5) days of the students' officially scheduled school year.

- c. The maximum of five (5) days personal leave with pay will be charged to accrued sick leave and may not be accumulated. For teachers who have not accumulated sick leave, absence for any personal reasons shall be without pay.
- d. Teachers shall not be required to divulge the reasons for taking personal leave.
- e. A principal may deny requests for personal leave under this Section if the number of teachers requesting such leave for any one day exceeds ten percent (10%) of the teaching staff.
- f. In emergency situations, a principal may grant personal leave for a brief period of time pending the later approval by the Superintendent. During the period of time the leave is granted by the principal, the teacher shall not be considered absent without leave.
- g. A teacher may be granted short-term personal leave without pay as approved by the Superintendent or his designee.

2. Long-Term Personal Leaves

- a. A teacher desiring to be absent from assigned responsibilities for reasons related to adoption, child care or illness of a member of the teacher's immediate family as defined herein, may secure personal leave without pay in accordance with the procedures for long-term leave.
- b. Leave for long-term personal reasons without pay may be granted upon request, subject to approval of the principal and the Superintendent. Applications for long-term personal leave without pay must indicate the reason the leave is being requested.

E. Professional Leave

1. Exchange Teaching

A teacher on continuing or professional service contract status may be granted a leave of absence for one (1) year for the purpose of exchange teaching, subject to the following conditions:

- a. Exchange shall be limited to accredited public school systems, colleges and universities or similar institutions.
- b. The cooperating school system, college or university must furnish a teacher to take the place of the teacher released by the Board. The released teacher shall draw full salary plus the value of any supplements performed by the cooperating teacher.
- c. Application for exchange teaching in the next school year shall be made by April 15.

2. Detached Service

The Board may grant detached service leave for a period of one (1) year for a teacher to work in an educational institution, with an official government agency or such programs

as the Peace Corps and the Overseas Exchange Teacher Program. The teacher may request an extension of the original leave for up to one (1) additional school year. Before a teacher is granted detached service leave, he must present evidence of an offer of employment from one (1) of the accepting agencies. Application for detached service in the next school year shall be made by April 15.

3. Temporary Duty Elsewhere

- a. Temporary duty may be granted by the Superintendent or his designee if it is for the benefit of the school or school system, or the professional growth of the teacher.
- b. Temporary duty leave may be initiated by the teacher or the Board. If initiated by the Board, the Board shall bear all expenses as provided by Florida Statutes.
- c. If the teacher initiates TDE, the expenses may be borne by the teacher or shared with the Board, if mutually agreed upon prior to the taking of temporary duty leave.
- d. Temporary duty leave shall be with full pay for the period of leave during the teacher's contracted term or for any other day if the leave is initiated by the Board and agreed to by the teacher.
- e. Temporary duty may be granted for recognized state/national professional subject area organization meetings.

4. Temporary Professional Leave

- a. A teacher may be granted professional leave with pay for up to ten (10) duty days, to attend classes (which may include travel time) for earning the required hours for renewal or extension of his certificate, or for certification in a new teaching area during a five (5) year period. The leave must be requested at least ten (10) duty days prior to the effective date of the leave.
- b. A teacher may be granted professional leave without pay for working toward advance degrees, not to exceed ten (10) duty days at the beginning or at the close of the school year in order to attend summer school classes, except that this leave may not be taken when students are in school. The leave may include consideration of reasonable travel time.
- c. Evidence of acceptance in an institution of higher learning must be attached to any request for professional leave requested to attend a college or university program.

F. Civic Leaves

1. Jury Duty Leave

- a. A teacher duly subpoenaed to serve on jury duty shall receive his full salary and may retain any expense allowance provided while serving on jury duty.
- b. Such leave shall not be charged against accrued sick leave or personal leave.

- c. Reimbursement for transportation shall remain the property of the teacher serving on jury duty.

2. Court Leave

- a. Court leave with pay shall be granted to teachers, duly subpoenaed or summoned, for the time necessary to make appearances in any court proceedings.
- b. Such leave shall not be charged against accrued sick leave or personal leave.
- c. A teacher is not entitled to court leave in cases where the teacher is a litigant against the school board in a court of law or a state or federal agency.

3. Political Leave

- a. A personal leave of absence without pay for up to twelve (12) weeks shall be granted to a teacher for the purpose of campaigning for a public office for which he has officially qualified.
- b. A personal leave of absence without pay may be granted for the term of any public office.
- c. Personal leave of absence with pay shall be granted for elected public officials on official business for up to five (5) days per year. Additional days may be granted by the Superintendent or his designee.

G. Annual Leave

- 1. A twelve (12) month employee shall be granted paid annual leave as provided herein.
- 2. Annual leave may be accumulated to a maximum of thirty (30) days.
- 3. The number of years of continuous teaching experience in Orange County shall determine the allocation of annual leave, which shall be as follows:

2-4 years of service: thirteen (13) days of annual leave
5-9 years of service: sixteen (16) days of annual leave
10 or more years of service: nineteen (19) days of annual leave
- 4. For the purposes of computing the number of years of experience in order to determine the number of days of annual leave to which a teacher is entitled, a year of experience is earned when a teacher is employed for one (1) or more days beyond six (6) months within a fiscal year.
- 5. Annual leave may not be used until earned unless the leave is approved in advance.
- 6. One or more days of annual leave may be used at any time during the year subject to the approval of the principal in advance, and in accordance with the following:
 - a. If the teacher desires more than ten (10) consecutive days of annual leave, he must also obtain the approval of the Superintendent or his designee.

- b. Annual leave must be scheduled at a time when it will cause a minimum of interruption to the efficiency of the school.
- 7. A teacher shall be paid at his current daily rate of pay for accumulated annual leave if he is returned to less than twelve (12) month status, or for any leave applied for on a Request for Leave of Absence Form but not granted during the fiscal year in which it was requested.
- 8. A teacher whose employment is terminated for any reason shall be paid for earned annual leave at his current daily rate of pay.
- 9. A twelve month teacher may be granted, upon request, three weeks per year, cumulative to six weeks, for the purpose of attending summer school to further his education. This leave shall be chargeable to annual leave.

H. Military Leave

1. Short-Term

- a. A teacher in the District who is a member of the National Guard, or who is a commissioned reserve officer or reserved enlisted personnel in the United States military service, shall be entitled to leaves of absence from his respective duties, without loss of pay, time or efficiency rating on all days he is engaged in active duty or training ordered under the provisions of the United States military. Leaves of absence shall not exceed seventeen (17) days in any one annual period.
- b. Military leave shall not affect a teacher's annual leave time for those positions earning annual leave.
- c. The teacher shall attach copies to his request for leave.
- d. The teacher should endeavor to have his periods of training scheduled during his summer vacation. In cases where the teacher requests military leave, the teacher shall furnish a letter from his commanding officer indicating the necessity of taking leave at that time.

2. Long-Term

- a. Extended military leave shall be granted without pay to a teacher who is required, or who volunteers to serve, required military obligations, in the Armed Forces of the United States. Leaves shall not be granted to a teacher who volunteers to serve when such service is not required.
- b. A teacher granted long-term military leave shall be reemployed provided that:
 - (1) The tour of duty is completed.
 - (2) An application for reemployment is filed within six (6) months following date of discharge or release from active military duty.
 - (3) Original eligibility for employment has been maintained.
 - (4) Reassignment within a reasonable time, not to exceed six (6) months is afforded the School Board, except as provided by P.L. 94-286.

I. Sabbatical Leave

Sabbatical leave for a maximum of one year may be approved by the School Board of Orange County, Florida for a teacher to pursue further studies in order to attain professional advancement. Provisions governing sabbatical leave shall be as set forth in an Appendix to this Contract which is hereby incorporated into and made a part of this Contract.

ARTICLE XXI

INSTRUCTIONAL MATERIALS AND SUPPLIES/ FACILITIES AND EQUIPMENT

- A. Teachers shall assist in the selection of textbooks and teaching materials both on a county-wide and school-wide basis.
- B. A teacher shall have easy access to all locally used state adopted textbooks in each of the courses he teaches. A teacher shall be provided with a copy of the textbook, teacher guide and activity manual used in each of the courses he teaches.
- C. The Board shall provide equipment and supplies to aid a teacher in performance of his duties.
- D. A teacher shall not be required or expected to provide personal property for school use, including textbooks, audiovisual equipment, or other instructional materials and supplies. The Board shall not be responsible for loss of any personal property volunteered by a teacher for school use.
- E. A teacher may purchase materials and supplies for school use with the prior approval of the principal.
- F. Maintenance and repair of Board equipment is the Board's responsibility.
- G. Each school shall provide:
 - 1. Appropriate space for use as a teacher lounge.
 - 2. A room or private area for exclusive use by non-students during the duty-free lunch time.
 - 3. A work room for use by employees.
 - 4. The Board shall make restroom facilities available at each school for exclusive use by non-students.
 - 5. A desk and chair for each teacher. If the desk cannot be locked, the Board will provide the teacher with another storage facility such as a filing cabinet or other area that can be locked, provided that the Board shall not be responsible to insure the contents of such facility.
 - 6. Typing and duplicating facilities.
 - 7. The Board agrees to provide at least one outside telephone for use by the teachers and other school personnel. The location of the telephone should be such that it affords as much privacy of conversation as possible. Such phones are not to be used for personal calls except in situations which affect the health, safety and welfare of the individual or his/her immediate family.
- H. The Board may provide garments for special subject teachers such as shop and art. The Board shall provide without cost to the teacher such special clothing, equipment and devices as may be required by State Board of Education Rules and Florida Statutes.

- I. The Board agrees to maintain safe and healthful working conditions as prescribed by State Board Rules.
- J. Custodial services, which includes the moving of heavy equipment, shall be provided by the Board to maintain classrooms and other learning areas in each school.
- K. At all times the Board shall provide first-aid supplies in each school.
- L. After assigning a teacher to teach in a relocatable classroom and prior to the first class session, the Board shall furnish that relocatable classroom with standard features of a permanent classroom. Such features shall include chalkboards, proper lighting, climate control, desk for both students and teacher, and other equipment that a teacher might reasonably expect in a permanent classroom to aid in the performance of his duties.

ARTICLE XXII
TEACHER EDUCATION

- A. The Board agrees to participate in a Teacher Education Center as provided by law.
- B. Members of the Teacher Education Center Council shall be granted release time if their responsibilities to the Council require them to attend meetings of the Council during the work day.
- C. The Association shall have the opportunity to select a majority of the bargaining unit members of the Teacher Education Center Council.
- D. Any request by the Association for the granting of in-service points for Association-sponsored activities shall be acted upon within thirty (30) days of submission. The request will be judged on its merits. Denial shall be accompanied by a written reason. The Association shall attempt to submit requests for inclusion of components in the District In-service Master Plan. Components submitted by the Association shall meet the standards established for submission. A teacher conducting an Association-sponsored in-service component shall be eligible for payment under the guidelines stated in the Staff Development Instructor Pay Agreement and in accordance with guidelines for eligibility for pay as developed by the Teacher Education Center Council.

ARTICLE XXIII
FACULTY COMMITTEE

- A. The term Faculty Committee shall mean an Advisory Committee of not less than three (3) nor more than eleven (11) teachers elected by the teachers of that worksite. The Faculty Committee shall be elected by secret ballot election, conducted by the CTA Faculty Representative.
- B. The Faculty Committee may meet during the regular duty day at such times as committee members have no student contact. The Faculty Committee may meet with other teachers and may meet as a group without the principal, during the regular duty day at such times as committee members or the teachers have no student contact provided that such meetings shall not conflict with previously scheduled meetings.
- C. The Faculty Committee shall have the following functions:
 - 1. To meet with the principal at mutually agreeable times, within three (3) weeks of the request, to discuss problems and/or concerns of the faculty which may result in a smoother operation of the school.
 - 2. To discuss with the principal the allocation of funds for the purchase of instructional equipment, materials and supplies, and distribution of same, and to provide by February 1 a list of anticipated needs in the areas of instructional equipment, materials and supplies.
 - 3. To discuss school drives and the collection and expenditure of monies.
 - 4. To discuss with the principal allocation of space for teacher assignments and planning areas prior to the scheduled implementation.
 - 5. To discuss, write, and review a student discipline plan.

ARTICLE XXIV
MANAGEMENT RIGHTS

The Board, on its own behalf and on behalf of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Florida and the United States except as modified by the specific terms and provisions of this Contract.

ARTICLE XXV

NO STRIKE CLAUSE

The Association agrees to comply with statutory provisions prohibiting strikes by public employees. In the event of any such violation during the term of the Contract the Association shall endeavor to return the employees to work as quickly as possible by:

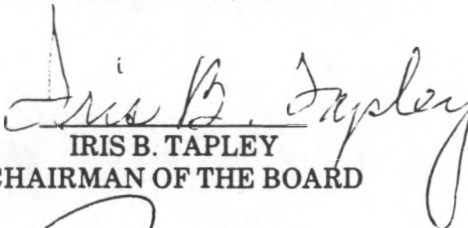
- A. Delivering immediately to the Board a copy of a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and to return to work.
- B. Taking such other action which it deems reasonable and appropriate to bring about compliance with the terms of this Contract.

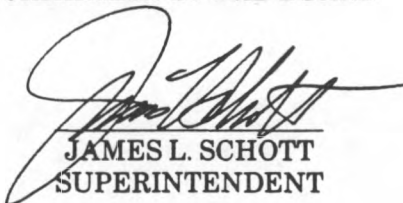
ARTICLE XXVI


DURATION

- A. The provisions of this Contract shall be effective from the date of ratification by both parties and shall continue and remain in full force and effect except as modified in accordance with the provisions of this Contract through and including June 30, 1993.
- B. Salary, supplemental pay and fringe benefits shall be retroactive to July 1, of each fiscal year.

SCHOOL BOARD OF ORANGE COUNTY, FLORIDA

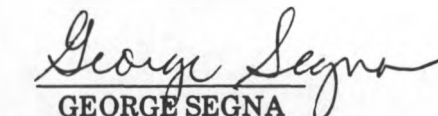

IRIS B. TAPLEY
CHAIRMAN OF THE BOARD


JAMES L. SCHOTT
SUPERINTENDENT


W. DENNIS REUSSOW
CHIEF NEGOTIATOR

ORANGE COUNTY CLASSROOM TEACHERS ASSOCIATION, INC.


MARION CANNON
PRESIDENT


GEORGE SEGNA
EXECUTIVE DIRECTOR

APPENDIX A
SALARY SCHEDULE

1990-91

Years of Experience	Bachelor's* Degree	Master's* Degree
0	21,250	23,471
1	21,300	23,521
2	21,450	23,671
3	21,550	23,771
4	21,650	23,871
5	21,900	24,121
6	22,376	24,597
7	23,158	25,379
8	23,894	26,115
9	24,658	26,879
10	25,246	27,467
11	25,832	28,053
12	26,420	28,641
13	27,006	29,227
14	27,458	29,679
15	28,180	30,401
16	32,342	34,563
20	33,731	35,952

Specialist: Add \$3,413 to Bachelor's Degree
 Doctorate: Add \$4,515 to Bachelor's Degree

Eleven Month: Add .10 of salary
 Twelve Month: Add .20 of salary

*Degree or its vocational equivalent (as defined in Article VII. F.)

APPENDIX B

SALARY SUPPLEMENT SCHEDULE 1990-91

A. Annual Salary Supplements

As defined in the glossary, shall be paid upon the recommendation of the principal for duties performed and for the period of time they serve as coaches or sponsors of teams or groups who engage in interscholastic competition or activities directly related to the enhancement of the educational process, provided that the formation and maintenance of such teams or groups throughout the scheduled activity period meets the standards of the Florida High School Activities Association, Orange County School Board, athletic Conference Association, the Orange County Middle School Principals Association, and other organizations recognized by the Association and the Board.

B. General Guidelines

1. **ATHLETIC QUALIFICATIONS:** As specified in supplement descriptors, allocations, and limitations in Appendix B.1. and below.

- a. Must have a coaching experience form on file in the office of the Program Consultant for Extracurricular Activities.

2. **EXTRACURRICULAR, INSTRUCTIONAL AND OTHER SUPPLEMENT QUALIFICATIONS:** as specified in supplement descriptors, allocations and limitations in Appendix B-1.

3. **SCHEDULE OF ACTIVITIES**

The supplemented teacher shall prepare and submit to the worksite supervisor a schedule of activities. Where applicable, the principal shall be responsible for filing the planned program of athletics in keeping with the standards of the Florida High School Activities Association or Orange County Middle School Principals Association. In order to receive a supplement, junior varsity schedules must be at least 1/2 of the corresponding varsity schedule. In order to receive a 9th grade athletic supplement the number of events must comply with the maximum number approved by the senior high principals (6 football, 12 basketball, boys and girls). Schedules must be filed with the program consultant for extracurricular activities. In order to receive a supplement, varsity schedules must be at least one-half of the FHSAA approved number of regular season contests.

4. **CANCELLATION OF ACTIVITIES**

In the event a school fails to field a team, the worksite supervisor shall be responsible for notifying the Program Consultant for Extracurricular Activities. The supplement for that activity shall be stopped and a correction made on the next check.

5. RESIGNATIONS/TERMINATIONS

- a. If an employee, under contract, resigns or separates employment for any reason before completing the latter requirement to receive the supplement, an adjustment shall be made on the last supplemental paycheck of the month. Determination of amounts to be paid shall be calculated by multiplying the daily rate of pay for the supplement times the number of days worked in the designated coaching season. If the employee had completed all of the requirements of the supplement, the unpaid balance shall be included in the last supplemental paycheck.
- b. A teacher holding a supplemented position may voluntarily relinquish the position provided the teacher notifies his supervisor at the earliest possible date. The supervisor will notify the teacher as soon as feasible if the teacher will be terminated in the supplemented position. If the supplement receiver is terminated, the reason(s) will be provided upon request.

6. TEMPORARY DUTY ELSEWHERE LEAVE may be granted to a supplement receiver as provided for in Article XX.

- a. Supplement receivers may be granted temporary duty elsewhere leave to attend Florida High School Activities Association (FHSAA), Florida Athletic Coaches Association (FACA), Florida Music Educators' Association (FMEA), and Florida Interscholastic Athletics Administrators Association (FIAAA), Co-sponsored Clinics and State and National Committee meetings, for which they are receiving a supplement.
- b. Supplement receivers may be granted temporary duty leave for all out of county activities as indicated on the schedule of activities filed with the worksite supervisor and the Program Consultant for Extracurricular Activities by submitting leave papers to the worksite supervisor or the Board.
- c. If a student or team qualifies for regional, sectional, and state competition, the coach may be granted temporary duty elsewhere leave in accordance with this article. When there is a boys' and girls' team, each coach may be granted leave to attend state meetings.

7. VOLUNTEER COACHING

- a. Upon recommendation of the principal and approval of the Program Consultant for Extracurricular Activities, a teacher may receive credit for coaching experience by volunteering to coach in an athletic area listed herein. A volunteer coach shall be in addition to the regular allocation, and shall serve a period of time substantially similar to the supplemental coaches, in order to be eligible for the credit.
- b. Credits for volunteer coaching experience shall begin with the 1982-83 school year. Upon conclusion of the activity, the principal shall verify, in writing, each year of volunteer coaching experience to the Program Consultant for Extracurricular Activities.

8. WORKER'S COMPENSATION - All sponsors and coaches will be covered by Worker's Compensation insurance when on Temporary Duty Leave and when engaged in school-related activities for which a supplement is received in county and out of county. To be

covered for out-of-county school-related activities the supplement receiver must file with the worksite supervisor a leave request for each out-of-county activity.

9. **LIMITATIONS:** As specified in the supplemental descriptors, allocations and limitations in Appendix B-1.
10. **ALLOCATIONS:** As specified in supplement descriptors, allocations and limitations in Appendix B-1.
11. Upon request, the Board shall provide the Association with a printout of known supplement receivers by worksite, amount of supplement, and supplemented position for each calendar year.

C. ACTIVITIES AND DURATION

1. SENIOR HIGH SCHOOL

a. Athletics:

Athletic Business Manager (10 months)	Golf (3 months)
Athletic Director (11 months)	Gymnastics (3 months)
Athletic Director-Asst. (9th grade center only)	Soccer (3 months)
Athletic Trainer (10 months)	Softball (3 months)
Baseball (3-1/2 months)	Swimming (3 months)
Basketball (4 months)	Tennis (3 months)
Bowling (3 months)	Track (4 months)
Cheerleader (8 months)	Volleyball (3 months)
Crew (3 months)	Weightlifting (3 months)
Cross Country (3 months)	Wrestling (3-1/2 months)
Football (4-1/2 months)	

b. EXTRACURRICULAR, INSTRUCTIONAL, AND OTHER SUPPLEMENTS:

Band Directors	Orchestra
Class Sponsors	Special Duty
Department Chairperson/Team Leader	Special Olympics
Drama/Thespian	Student Council
Extracurricular Activities	Vocal Music
FFEA	Vocational Agriculture
Forensics	Wellness Representative
JROTC	Yearbook
Newspaper	

2. MIDDLE SCHOOLS

a. ATHLETICS

Basketball
Soccer
Track
Volleyball

b. EXTRACURRICULAR, INSTRUCTIONAL, AND OTHER SUPPLEMENTS

Activities Coordinator and/or Intramurals Coordinator
Band
Club Sponsors
Department Chairperson FFEA
Team Leader Wellness Representative
Special Duty
Special Olympics
Vocal Music

3. ELEMENTARY SCHOOLS

- a. Grade Level Chairperson/Individual Graded Experience (IGE)
Team Leader
- b. Special Duty
- c. Wellness Representative

D. REMUNERATION

- 1. As indicated in the salary scale for athletics, and each extracurricular, instructional, and other supplements specified in this section below according to ranking.
 - a. Assistant salaries shall be two-thirds (2/3) of the head supplement recipients in any category where an assistant(s) is/are allocated, except assistant Athletic Director.
- 2. When coaching both the boys' and girls' team of the same sport in the secondary schools, a coach shall be paid full supplements for both sports upon the recommendation of the work site supervisor and approval of the Program Consultant for Extracurricular Activities.
- 3. A unit is equivalent to the full indicated salary for the supplement. Unit(s) may be halved or quartered where indicated. No extracurricular, instructional, or other supplement salary unit shall be used as an athletic supplement salary, and no athletic supplement salary unit shall be used as an extracurricular, instructional, or other salary supplement unit.
- 4. Coaches who attain the necessary approved Department of Education coaching endorsement (earned after July 1, 1989) inservice points or equivalent college credit will receive a 15 percent increase in athletic supplemental pay when submitted and filed with the program consultant for extracurricular programs.

5. Senior High Supplements	Years of Coaching Experience		
	<u>0-6</u>	<u>7-14</u>	<u>15+</u>
a. Athletic director	2386	2852	3084
Assistant athletic director (9th grade center only)	1194	1426	1542

	<u>0-6</u>	<u>7-14</u>	<u>15+</u>
b. Athletic business manager	1569	1875	2026
c. Athletic trainer			
appointed			996
associate			1994
certified			4046
d. ATHLETIC POSITIONS			
Baseball - Head	1629	2101	2335
Baseball - Assistant	1085	1399	1555
Basketball - Head	1767	2239	2475
Basketball - Assistant	1177	1492	1649
Bowling	752	1130	1380
Cheerleading - Head	1160	1554	1790
Cheerleading - Assistant	773	1034	1192
Crew	1160	1387	1498
Cross Country	752	1130	1381
Football - Head	2395	2869	3103
Football - Assistant	1596	1910	2066
Golf	752	1130	1381
Gymnastics	1160	1387	1498
Soccer - Head	1629	2101	2335
Soccer - Assistant	1085	1399	1555
Softball - Head	1629	2101	2335
Softball - Assistant	1085	1399	1555
Swimming - Head	1569	1875	2026
Swimming - Assistant	1045	1248	1350
Tennis	752	1130	1381
Track - Head	1629	2101	2335
Track - Assistant	1085	1399	1555

	<u>0-6</u>	<u>7-14</u>	<u>15+</u>
Volleyball - Head	1160	1479	1716
Volleyball - Assistant	773	985	1143
Weightlifting - Head	752	1130	1381
Weightlifting - Assistant	502	752	920
Wrestling - Head	1629	2101	2335
Wrestling - Assistant	1085	1399	1551
e. EXTRACURRICULAR, INSTRUCTIONAL, AND OTHER SUPPLEMENTS			
Band Director	1958	2366	2593
Assistant Band Director	1304	1576	1727
Class Sponsor - Senior			1278
Class Sponsor - Freshman			341
Class Sponsor - Sophomore			341
Class Sponsor - Junior			810
Department Chairpersons and Vocational/Team Leader	\$61 per full-time or half-time equivalent teacher in the department or team.		
Drama/Thespian			1150
Assistant Drama/Thespian			765
Extracurricular Activities		One unit - 341	
Quartering or halving of the		Two units - 682	
supplement shall be permitted		Three units - 1023	
FFEA			341
Forensics			1231
JROTC			1759
Orchestra	1305	1596	1822
Newspaper			745
Special Duty			606
Quartering or halving of the			
supplement shall be permitted			

	<u>0-6</u>	<u>7-14</u>	<u>15+</u>
Special Olympics			971
Student Counsel Advisor			1231
Assistant Student Counsel Advisor			819
Vocal Music			910
Vocational Agriculture Regular			1079
Extended			259
Wellness Representative			341
Yearbook			1150
6. MIDDLE SCHOOL SUPPLEMENTS			
a. Activities Coordinator			1420
b. Intramural Coordinator			1420
c. ATHLETICS			
Basketball	724	1088	1317
Soccer	724	1088	1317
Track	724	1088	1317
Volleyball	724	1088	1317
d. EXTRACURRICULAR, INSTRUCTIONAL, AND OTHER SUPPLEMENTS			
Band Director	1150	1596	1822
Assistant Band	765	1064	1213
Orchestra	765	1064	1213
Department Chairperson	\$34 per person, must be three or more persons in the department		
Club Sponsor		One unit - 341	
Halving of the supplement shall be permitted		Two units - 682	
		Three units - 1023	

	<u>0-6</u>	<u>7-14</u>	<u>15+</u>
FFEA			341
Special Duty Quartering or halving of the supplement shall be permitted			606
Special Olympics			971
Team Leader			510
Vocal Music			518
Vocational Agriculture			
Regular			1079
Extended			259
Wellness Representative			341
e. For the 1990-91 school year, middle school P.E. teachers and teachers teaching six periods who volunteer to teach IMPACT as an additional responsibility shall receive a \$945 supplement.			

7. ELEMENTARY SCHOOL

a.	Grade-Level Chairperson/Individual Graded Experience (IGE)/Team Leader	\$57 per full-time or half-time equivalent teacher in the grade level(s) or team	
b.	Special Duty (Quartering or halving of the supplement shall be permitted)		606
c.	Special Olympics		971
d.	Wellness Representatives		341

APPENDIX B-1
SUPPLEMENT DESCRIPTIONS, ALLOCATIONS, AND LIMITATIONS

1. Activities coordinator and/or Intramural Coordinator - Middle School Only

QUALIFICATIONS:

The activities coordinator and intramural coordinator must be a certified teacher in the middle school that has been appointed to a full-time or release-time instructional position by the School Board of Orange County. In consultation with the worksite supervisor and the Program Consultant for Extracurricular Activities shall coordinate all athletic and club activities in the middle school.

DUTIES:

The activities coordinator's primary duties shall include: (1) coordinating and scheduling of athletic facilities for athletic events, club activities, and special olympics; (2) arrange for sport officials; (3) arrange for transportation of sport teams; (4) coordinate the recording and maintenance of student eligibility records; (5) arrange for medical examinations for athletic participants; (6) assuring the proper insurance coverage is available for students; (7) attend all home athletic events; (8) prepare the athletic budget; (9) purchase equipment and supplies; (10) account for the distribution, sale, and collection of all tickets and ticket monies; (11) assure compensation for officials and transportation and for athletic teams; (12) represent the school at all district athletic meetings; (13) assist the principal in securing competent personnel for all activities; (14) act as liaison between the administration, coaches, and sponsors; (15) assist in supervision necessary for spectator control and secure proper supervision; (16) instruct all personnel in their responsibility and duties pertaining to their assignments; (17) other duties that may be assigned by the worksite supervisor.

ALLOCATIONS:	One (1) unit	For Activities Coordinator
	One (1) unit	For Intramural Coordinator

LIMITATIONS:

Shall have duty period(s) as assigned by the worksite supervisor to coordinate activities. May not assume coaching responsibilities if occupying both positions, and must be a member of the worksite's faculty to which assigned. If an individual assumes both positions he/she may be granted an amount of time equivalent to one teaching period per day to perform those duties which cannot be accomplished after the duty day.

2. Athletic Director - Senior High Only

QUALIFICATIONS:

The Athletic Director must be a certified teacher that has been appointed to a full-time instructional or released-time instructional position by the School Board of Orange County in consultation with the worksite supervisor, the Program Consultant for Extracurricular Activities and the Athletic Business Manager. Shall coordinate all athletic activities in the senior high school and ninth grade centers where applicable.

DUTIES:

The Athletic Director shall coordinate the athletic program in the school; solicit funds for the total athletic program; monitor relationships between teams, safety precautions, and overall decorum of teams; coordinate the athletic program in a manner in keeping with school, district, and state

philosophies, goals and objectives; initiate and interpret athletic policies for the school; provide creative leadership for all athletic programs, including conducting monthly coaching staff meetings after the student day. The Athletic Director's other duties shall include, but not be limited to: (1) coordinating and scheduling the use of athletic facilities in cooperation with the physical education department chairperson to minimize adverse effects upon the educational process; (2) arrange for sport officials; (3) supervise eligibility requirements; (4) record and maintain student eligibility records (5) make arrangements for team transportation; (6) arrange for medical examinations and weight certification; (7) provide proper insurance coverage for students, coaches, and transportation; (8) represent the school at all athletic business meetings at the district level; (9) publicize all athletic events; (10) responsible for overall supervision of all home games; (11) make recommendations to the principal for improvements in the overall athletic program; (12) organize and represent the school at booster club/association meetings; (13) conduct a public relations program with business within the school's community to obtain support for the school's overall athletic program; (14) other duties that may be assigned by the worksite supervisor.

ALLOCATIONS: One (1) unit

LIMITATIONS:

Athletic directors may be granted an amount of time equivalent to at least one (1) teaching period per day to perform those duties which cannot be accomplished after the duty day. May not assume head coaching responsibilities of a varsity sport. Must be a member of the school's faculty to which assigned.

3. Athletic Business Manager - Senior High Only

QUALIFICATIONS:

A full-time ten (10) month certified teacher with certification in business education or physical education desired but not required, a minimum of five (5) years teaching experience, and knowledge and understanding of sports and basic accounting principles and practices.

DUTIES:

The Athletic Business Manager's primary responsibility shall be, but not limited to, (1) consulting with the principal, athletic director and booster club on the financial status of the athletic program, (2) prepare the athletic budget, (3) purchase equipment and supplies, (4) distribution, sale and collection of all tickets and ticket monies, (5) compensation of officials, (6) payment for transportation, lodging, and meals for athletic teams, (7) represent the school at all district meetings concerning athletic finances.

ALLOCATIONS: One (1) unit

LIMITATIONS:

Must be a member of the worksite faculty to which assigned.

4. Assistant Athletic Director - Ninth Grade Centers Only

The Assistant Athletic Director shall assist the Athletic Director with his duties in the ninth grade center. Qualifications and duties shall be as indicated for the Athletic Director. Release up to one period is subject to approval of the worksite supervisor.

ALLOCATIONS: One (1) unit at each center

LIMITATIONS:

Must be a member of the center's faculty to which assigned.

5. Athletic Coach - Senior High and Middle School Only

QUALIFICATIONS:

A coach must have been appointed to a full-time instructional position by the School Board of Orange County. If no full-time instructional employee will accept the supplement, it may be offered to a part-time instructional employee. If no part-time instructional employee will accept the supplement, the worksite supervisor may offer this position to either a non-instructional or non-board employee subject to the approval of the Program Consultant for Extracurricular Activities and the Florida High School Activities Association with notification to the association. Must perform the duties normally expected or as prescribed in the descriptor for each supplement received.

DUTIES:

The sports team coach's primary duties shall include: (1) making the schedule of activities and submitting it to the athletic director; (2) recruiting students to participate in their activity; (3) cooperating with other coaches to support the overall school's athletic program; (4) assisting in obtaining insurance coverage for students' medical protection; (5) assuring that each student is properly coached and trained for competition and practices; (6) submitting an annual budget to the athletic business manager and athletic director; (7) account for school-purchased uniforms and equipment; (8) assure proper storage of school-purchased equipment and uniforms; (9) check on the academic progress of students during the school year and particularly during the sports season; (10) attend worksite monthly athletic staff meetings; (11) attendance at conference athletic meetings; (12) attendance at sport clinics on state and national levels for self-improvement; (13) conduct a sports program in accordance with the rules, regulations, and bylaws of the Florida High School Activities Association, School Board of Orange County, athletic conference associations, Orange County Middle School Principals Association, and other organizations recognized by the Board and the association.

ALLOCATIONS:

- a. One (1) head football coach is allocated, and eight (8) assistant football coaches shall be allocated for all high schools. If there is no junior varsity football program, the assistant football coach's allocation shall be reduced by three (3) coaches. If there is no freshman football program, the assistant football coach's allocation should be reduced by two coaches.
- b. Two (2) head basketball coaches are allocated, and four (4) assistant basketball coaches shall be allocated to senior high and two (2) head basketball coaches in middle school. If there is no Junior Varsity basketball team, the assistant basketball coach's allocation shall be reduced by two (2) allocations. One additional assistant coach will be added for boys, and one additional assistant coach for girls, where there is a 9th grade team.

- c. Soccer and swimming shall be allocated two (2) head coaches and two (2) assistant coaches. If there is no Junior Varsity team, the assistant allocation shall be reduced by one (1) allocation.
- d. Track and volleyball shall be allocated two (2) head coaches and two (2) assistant coaches. If there is no Junior Varsity team, the assistant allocation shall be reduced by one (1) allocation.
- e. Softball, weightlifting and wrestling shall be allocated one (1) head coach and two (2) assistant coaches. If there is no Junior Varsity team, the assistant allocation shall be reduced by one (1) assistant allocation.
- f. The following athletic teams shall consist of both boys and girls teams: 1) Senior High - basketball, bowling, crew, cross country, golf, gymnastics, soccer, swimming, tennis, track and volleyball; 2) Middle School - basketball, soccer, track and volleyball; 3) All extracurricular instructional and other supplements are encouraged to be coeducational.
- g. As indicated in the athletic remuneration scale for senior high and middle schools, and as specified above in this section and Appendix B-1 for each supplement descriptor.
- h. No assistants are allocated to middle school athletics.

LIMITATIONS:

No one individual may be paid supplements for any two (2) athletic activities that have conflicting seasons. However, an individual may be paid supplements for athletic activities whose seasons overlap for a period not to exceed three (3) weeks.

Assistant Athletic Coach - Senior High Only

The Assistant Athletic Coach must assist with all athletic coaching activities and duties listed for the head coach and as indicated by the head coach. Activities and duties must be comparable in time and effort to other like activities.

6. Athletic Trainer - Senior High Only

Each school shall fill this position with a Certified Athletic Trainer, if available. If a Certified Athletic Trainer is not available an Associate Athletic Trainer may be hired. If an Associate Trainer is not available, an Appointed Athletic Trainer may be hired. If no full-time instructional employee will accept the position, or there is no full-time employee available, the worksite supervisor may offer this position to a qualified non-faculty employee with recommendation and approval of the Program Consultant for Extracurricular Activities.

QUALIFICATIONS:

To qualify for an athletic training supplement the recipient shall be a certified teacher in the state of Florida, shall assume a modified teaching load commensurate with his certification, shall have a college academic background in human anatomy, corrective first aid, kinesiology, physiology, and physiology of exercise and preferably experience as a student trainer. The trainer should be a member of the National Athletic Training Association. The athletic trainer shall strive constantly to increase his knowledge in the field of athletic training.

DUTIES:

The Athletic Trainer's primary duties shall be directed toward sports of high risk. Other duties shall be as follows: (1) attempt to prevent athletic injuries and assist in the care of athletic injuries; (2) serve as a liaison between the physician and the injured athlete; (3) make available a conditioning program for athletes of all sports (if requested by the coach); (4) process all initial injury incident reports (if present) and process all follow-up injury incident reports (if not present and presented by the coach) resulting from interscholastic practices and contests; (5) review the physical examinations of all athletes, and advise the coaches as to when an athlete may participate in practices or contests following an injury or illness; Associate and Certified Athletic Trainers shall initiate, promote and administer a student trainer program; (6) if interest warrants, elective classes and athletic training may be offered during the student day, and the athletic trainer will teach those classes; (7) a certified athletic trainer shall be working toward a sports medicine program for his school.

ALLOCATIONS: One (1) unit

A second unit may be allocated based upon written justification to the Program Consultant for Extracurricular Activities

LIMITATIONS:

The Athletic Trainer shall not be required to evaluate or care for injuries to the general student enrollment. The athletic trainer may not assume coaching responsibilities.

(a) Appointed:

An Appointed Athletic Trainer shall be knowledgeable about sports and sports injuries. He shall have a broad knowledge of taping, rehabilitation and triage. The trainer shall be qualified as a first-aid instructor and cardiopulmonary resuscitation (CPR) instructor.

(b) Associate:

An Associate Trainer shall be an active member of the National Athletic Trainers Association. He must be actively working toward national certification.

(c) Certified:

The Certified Trainer shall be an active certified member of the National Athletic Trainers Association and must maintain such status.

7. Band Directors - Senior High and Middle School Only

QUALIFICATIONS:

The Band Director must be certified in music education as a specialist in instrumental music. He must have responsibility for teaching a minimum of three instrumental music classes during the regular school day, and must have primary responsibility for preparing and presenting performances for the following activities:

a. Senior High Schools

- (1) Community activities** - these include such activities as parades, concerts, and special events of importance to the community.
- (2) School activities** - these include such activities as football game performances, concerts, pep rallies, school-related parades, and other school functions after normal school hours, including rehearsals.
- (3) Florida High School Activities Association functions** including participation in Florida Band Masters Association (FBA) sponsored evaluation festivals on the district, regional, and state levels.

b. **Middle Schools**

- (1) Performance activities include school programs and community performances limited to concert settings. These performances are to be limited in number. Also includes rehearsals and performances during other than normal school hours.
- (2) Participation in Florida Bandmasters Association, Florida Orchestra Association, or Florida Music Educators Association activities. This includes evaluation festivals for bands, orchestras, and solo and ensembles. Also includes invitational performances for FMEA functions.

ALLOCATIONS: One (1) unit

8. Assistant Band Director/Orchestra Director - Senior High and Middle School Only

QUALIFICATIONS:

The Assistant Band Director or orchestra director must be certified in music education as a specialist in instrumental music. They must have responsibility for teaching a minimum of three music classes during the regular school day, including at least one performing instrumental music organization, not an auxiliary group. The Assistant Band Director must also assist with all band activities listed for the Band Director.

The orchestra director (if other than the Band Director or Assistant Band Director) should be a string specialist and have a strong background as a string player.

ALLOCATIONS: One (1) unit. A second unit may be allocated upon written justification to the Program Consultant for Extracurricular Activities.

9. Chairperson/Team Leader - Senior High and Vocational Schools

QUALIFICATIONS:

Salary supplements shall be paid to the chairpersons of departments which are organized and functioning for the improvement of instruction. In secondary schools organized around the teaming concept, team leaders shall be considered as department chairpersons. Under such a concept or educational organization, both the team leader and the department chairperson shall be of equal status.

DUTIES:

- a. Conduct regular professional meetings of the teachers in the department at least once a month.
- b. Attend appropriate subject area meetings for county department chairpersons, as required.
- c. Serve as liaison between the school administration and the department.
- d. Assist the school administration in matters of school policy, scheduling, pupil placement, etc., (provided that negotiable terms and conditions of employment shall be excluded from this Section).

- e. Monitor the budget for the department and submit requisitions for materials following fulfillment of guidelines regarding the Faculty Committee.
- f. Coordinate the activities of the department with other departments in the school under the supervision of the principal or his/her designee.
- g. Be responsible for the care and upkeep of supplies and equipment in the department.
- h. Be responsible for distribution of communications, materials, and supplies to members of the department and collection of data, reports, etc. required by the administration.
- i. Assist the principal in the review, selection and distribution of textbooks and instructional materials (audio-visual materials), and in maintaining inventory of same.
- j. Other duties usually associated with department chairpersons as may be assigned by the principal or his/her designee.

ALLOCATIONS: One (1) unit per department or resource contact
One (1) unit per team

LIMITATIONS:

When a vacancy in the position of department chairperson exists, teachers in that department may provide input to the principal prior to his making any appointments to fill the vacancy.

The job description for secondary/vocational department chairpersons shall be as set forth above.

10. Department Chairperson - Middle School

QUALIFICATIONS:

Salary supplements shall be paid to the chairpersons of departments which are organized and functioning for the improvement of instruction.

DUTIES:

- a. Coordinate subject area efforts with respect to district program consultants.
- b. Communicate with Building Administrator as to subject area events and activities.
- c. Hold departmental meetings as necessary.
- d. Tabulate department (subject area) textbooks and submit needs to appropriate administrator.
- e. Be responsible for ordering, care, and upkeep of supplies and equipment.
- f. Monitor the budget for the department and submit requisitions for materials.

ALLOCATIONS: One unit per department

LIMITATIONS:

When a vacancy in the position of Department Chairperson exists, teachers in that department may provide input to the principal prior to his making any appointments to fill the vacancy. Supplements will be paid only where a department consists of three or more teachers including the chairperson.

11. Grade-Level Chairpersons/Individual Grade Experience (IGE) Team Leader - Elementary School

Contiguous grade levels may be combined if there are two (2) or less teachers per grade level, except that schools with less than two (2) kindergarten units may combine kindergarten and first grade levels regardless of the number of first grade units. No more than two (2) grade levels may be combined.

Two (2) Additional Units - to include teachers in exceptional education and support areas.

The above allocations may vary at exceptional education schools depending on the manner in which the school is organized.

QUALIFICATIONS:

Salary supplements shall be paid to grade level chairpersons/IGE team leaders who are responsible to the principal and will serve as liaison between: (1) members of the same grade level, (2) members of different grade levels or learning community, (3) members of the grade level or the same learning community and the principal.

DUTIES:

- a. Conduct regular professional meetings of teachers in grade level.
- b. Receive from other teachers at the grade level and present to appropriate persons recommendations regarding instructional materials, supplies, and equipment for budget and/or program considerations.
- c. Coordinate the grade level activities with the total school program and with other grade levels.
- d. Supervise the care, upkeep, and inventory of materials, equipment and textbooks used in the grade level.
- e. Perform other duties which are related to the grade level and which are not in conflict with terms and conditions of employment as set forth in this Contract.

ALLOCATIONS: One (1) unit kindergarten
One (1) unit each grade level or team leader 1-5

LIMITATIONS:

When a vacancy exists in the position of grade level chairperson or IGE team leader, teachers in that grade level or IGE team may provide input to the principal prior to his making any appointment to fill the vacancy.

The job description for grade level chairperson or IGE team leader shall be as set forth above.

12. Class Sponsor

A. Senior Class Sponsor

QUALIFICATIONS:

Coordinate required activities: 1) Caps and gowns measured, ordered and distributed; 2) Announcements ordered and distributed; 3) Assuring that a proper diploma is ordered for each graduate; 4) Baccalaureate and graduation exercises organized; 5) Senior class dues collection, where applicable; 6) Encourage clearance of debts; 7) Other related duties as may be assigned.

Coordinate extracurricular activities:

1. Senior Week
2. Grad Night
3. Senior Class picture
4. Other duties traditionally associated with this position.

ALLOCATIONS: One (1) unit

LIMITATIONS:

Shall have two contiguous duty periods to coordinate activities.

B. Junior Class Sponsor

QUALIFICATIONS:

Coordinate required activities: 1) Junior class dues collection; 2) Class ring sales; 3) Encourage clearance of debts; 4) Planning of junior/senior prom; 5) Invitations for prom; 6) Meetings with junior class officers and counsel to plan class activities; 7) Homecoming float; 8) Attend baccalaureate and graduation; 9) Provide junior marshals for graduation; 10) Prepare media releases.

ALLOCATIONS: One (1) unit

LIMITATIONS:

Shall have an amount of time equivalent to one (1) duty period to coordinate activities during the student day.

C. Sophomore Class Sponsor

QUALIFICATIONS:

Coordinate required activities;

- (1) orientation of new students;
- (2) homecoming activities;
- (3) schoolwide projects;
- (4) class projects;
- (5) meeting with class officers;
- (6) encourage clearance of debt;
- (7) collect dues (if appropriate)

ALLOCATIONS: One (1) unit
Supplement may be halved

D. Freshman Class Sponsor

QUALIFICATIONS:

Coordinate required activities;

- (1) orientation of new students;
- (2) homecoming activities (assist)
- (3) schoolwide projects
- (4) class projects
- (5) meeting with class officers
- (6) encourage clearance of debt
- (7) collect dues (if appropriate)

13. Club Sponsor - Middle School Only

QUALIFICATIONS:

Extracurricular activity for supplements for service clubs and interest clubs which meet outside the regular student day shall be provided. Service club activities must have a minimum of twenty (20) participants, and interest club activities must have a minimum of ten (10) participants, based on average attendance, to qualify for a unit. Exceptions to the minimum number of participants must be approved by the Program Consultant for Extracurricular Activities or his designee. Students shall be made aware of what day(s) they will be participating. The teacher who receives the supplement shall have on file in the principal's office special club or activity information.

ALLOCATIONS: One (1) unit per 125 students or major fraction thereof

LIMITATIONS:

No one teacher shall receive two or more supplements in this area. Assistance and training must occur after the student day. The event may occur during or after the teacher duty day or on weekends.

14. Drama/Thespian Director - Senior High Only

QUALIFICATIONS:

The teacher must sponsor a production group (drama club or Thespian Troupe) which has regular after school activities. The group must participate in interscholastic competition, and have a minimum of two (2) major productions per school year performed before the public. (A major production will consist of a full length play or three (3) one (1) act plays presented in a single performance.)

A schedule of days and hours that students are to participate in drama activities shall be on file in the Principal's office and made available to all students involved.

The rehearsal and performance activities described above are to be held outside the student day.

ALLOCATIONS: Drama Director - One (1) unit
Assistant Drama/Thespian Directors shall be allocated when the number of active student participants exceeds 30 students.

LIMITATIONS:

A teacher may not receive two or more supplements in this area.

15. Extracurricular Activity Sponsors - Senior High Only

QUALIFICATIONS:

Extracurricular activity for supplements for service clubs and interest clubs which meet outside of the regular student day shall be provided.

Service club activities must have a minimum of twenty (20) participants, and interest club activities must have a minimum of ten (10) participants, based on average attendance, to qualify for a unit. Exceptions to the minimum number of participants must be approved by the Program Consultant for Extracurricular Activities or his designee.

Students shall be made aware of what day(s) they will be participating.

The teacher who receives the supplement shall have on file in the Principal's Office special club or activity information.

ALLOCATIONS:

One (1) unit per 150 students

16. Forensic Sponsor - Senior High Only

QUALIFICATIONS:

The teacher must participate in an active competitive forensic program. Some activities may be held before, during, and after the student day, as well as, on non-teaching duty days from September through May.

The forensic program must have a minimum of fifteen (15) active participants to qualify for this supplement. Students shall be made aware of what day(s) they will be participating. The teacher(s) who receives the supplement shall have on file in the principal's office a schedule of activities, and shall be responsible for the training, travel, and supervision of the team.

ALLOCATIONS: One (1) unit

LIMITATIONS:

The supplement may not be paid to a teacher who is paid an athletic, student council, or class sponsor supplement unless approved by the Program Consultant for Extracurricular Activities. Both units shall not be assigned to one teacher.

17. Intramurals - Middle School Only

QUALIFICATIONS:

The direct responsibilities of administering an intramural program should be delegated to one person. This individual should be a certified physical education instructor. The intramural program is a direct outgrowth of the physical education program and is to be conducted during the student day with the approval of the Intramural Council and worksite supervisor.

DUTIES:

(1) Act as a supervisor of the entire intramural program and staff; (2) Assign intramural day responsibilities to each subject content area for grade-level activities; (3) Serve as a member of the county middle school intramural council; (4) Serve as chairman of the school intramural advisory council; (5) Submit intramural activity reports and other required summaries, as requested by the proper county authority; (6) Be responsible for all publicity; (7) Coordinate intramural program with physical education department; (8) Promote interest in the program through leadership, enthusiasm and guidance; (9) Formulate and administer necessary policies; (10) Provide for facilities in assigning or scheduling the activities program; (11) Keep accurate up-to-date records of participation and achievement of each individual team; (12) Submit requisitions and make purchases with principal's approval; (13) Establish and follow county policies relating to health, safety, and accidents; (14) Perform other duties as assigned by the principal.

ALLOCATIONS: One (1) unit

18. JROTC - Senior High Only

QUALIFICATIONS:

The teacher must participate in after-school drill of cadet students and prepare for and direct cadet students in after-school activities such as parades, flag raising ceremonies and presentations of colors.

The teacher must be assigned to the military department of the worksite or to a military department within the district.

ALLOCATIONS:

As needed

19. Newspaper - Senior High Only

QUALIFICATIONS:

The teacher must have primary responsibility for publishing a minimum of four (4) issues per year.

ALLOCATIONS: One (1) unit

20. Orchestra - Senior High and Middle School Only

QUALIFICATIONS:

The orchestra director must be certified in music education with a specialized program in instrumental music. He must have responsibility for teaching a minimum of three music classes during the regular school day, including at least one performing instrumental music group (not an auxiliary).

ALLOCATIONS: One (1) unit

21. Special Duty - Senior High, Middle and Vocational Schools

QUALIFICATIONS:

Special duty supplements may be granted to teachers for duties performed outside of the student day. Teachers shall be notified of use of these supplements in their schools. If no teacher accepts this supplement it may be offered to other school employees.

In assigning Special Duty Supplements, the principal shall make reasonable efforts to assure that responsibilities are equitably related to other special duty supplements and responsibilities within the school. Possible use:

Possible Use:

Bus duty
Yard duty
Hall duty
Textbook Manager
Inservice Coordinator

Detention
Property Control Manager
Other: Principal must secure prior
approval in writing from the
Superintendent or his designee

ALLOCATIONS:

One (1) unit per seven (7) assigned instructional units or major fraction thereof

LIMITATIONS:

No one individual shall be assigned more than two (2) special duty units.

22. Special Duty - Elementary Schools

QUALIFICATIONS:

Special duty supplements may be granted to teachers. The primary use of the supplement shall be for supervision of students before and after the student day, and may include such things as bus duty, yard duty, hall duty, safety patrol and similar activities. If used for duties not similar to the above, the principal must secure approval in writing from the Superintendent or his designee. Teachers shall be notified of use of these supplements in their schools. If no teacher accepts the supplement, it may be offered to other school employees. In assigning special duty supplements, the principal shall make reasonable efforts to assure that responsibilities are equitably related to other special duty supplements and responsibilities within the school.

ALLOCATIONS:

One (1) unit per seven (7) assigned instructional units or major fraction thereof.

LIMITATIONS:

No one individual may be assigned more than two (2) special duty units. The supplement may be halved.

23. Special Olympics - Senior High and Middle School and Elementary School

QUALIFICATIONS:

To qualify for a special olympics supplement the recipient shall provide direct delivery service to students in accordance with state and federal laws for students identified as handicapped, disabled, impaired or special. At least one separate major county competition being held of a state or regional nature is encouraged. Special olympics activities shall consider the personality, temperament, medical and functional characteristics of the participants. Individual, team and cooperative competitive activities shall be held at the worksite. A schedule shall be filed with the Program Consultant for Extracurricular Activities. In submitting a schedule of special olympics activities, the principal may adjust his schedule to meet the needs of his particular school with the approval of the Program Consultant for Extracurricular Activities.

ALLOCATIONS:

One (1) unit

A second unit may be added as needed with approval of the Director of Exceptional Education.

LIMITATIONS:

The supplement may not be paid to a teacher who is paid an athletic, student council, or class sponsor supplement, without the approval of the Program Consultant for Extracurricular Activities.

24. Student Council Advisor - Senior High Only

QUALIFICATIONS:

The teacher must participate in an active student council association.

DUTIES:

Duties may include limited activities during non-teaching duty days, and some activities may be held before, during, and after the student day, which may include leadership class. The teacher, the appropriate associate superintendent, or director, and the principal will prepare a performance contract or schedule of activities to assure that the foregoing conditions will be met.

ALLOCATIONS:

Head - One (1) unit

Assistant - One (1) unit

25. Team Leader Coordinator - Middle School Only

QUALIFICATIONS:

Salary supplements shall be paid through the team leaders in the middle school for organizing, coordinating, and implementing instructional objectives.

DUTIES:

1) Implement middle school philosophy and help keep the team focused on the concept. Oversee the total group process; 2) Organize agenda, minutes of meetings, and reports submitted to the principal; 3) Coordinate with department chairpersons to assure adherence to state, county, and course objectives; 4) Review, revise, and evaluate the teams' instructional program; 5) Plan team activities; 6) Conduct team meetings on a regular basis; 7) Coordinate teams' review of the cum folders, parent

conferences, and other pertinent information for the team; 8) Confer with counselors regarding team information and use of diagnostic instruments to be administered and coordinate follow-up; 9) Assist the team in the development of methods of reporting to parents on student progress; 10) Set a good example by his/her own teaching and assist other teachers in improving their teaching skills.

ALLOCATIONS: One (1) unit per team

LIMITATIONS:

When a vacancy in the position of team leader exists, teachers on that team may provide input to the principal prior to his making any appointment to fill the vacancy.

26. Vocal Music - Senior High and Middle School Only

QUALIFICATIONS:

The teacher must participate in district festivals and have regular after-school music activities. This must include working with soloists, small ensembles and large ensembles in preparation for performances before the public. The choral director must have a minimum of two (2) major concerts performed before the public. Rehearsals for activities scheduled above are to be held outside the student day.

ALLOCATIONS: One (1) unit

27. Vocational Agricultural - Senior High Only

QUALIFICATIONS:

The teacher must participate in an active Future Farmers of America organization as recognized by the State Association of the FFA; supervise student projects and activities; and provide practical field, laboratory or cooperative work experience for those students enrolled in his after-hours FFA program. This may include limited activities during non-teacher duty days. The vocational agriculture teacher will have an organized and on-going land laboratory with a minimum area of one-half ($\frac{1}{2}$) acre or an organized and on-going shop or nursery activity, and perform a minimum of twenty-five (25) extracurricular FFA activities as recognized by the state association of the FFA. This may involve limited activities during non-teacher duty days. The teacher, the appropriate Associate Superintendent, and the principal will prepare a performance contract to assure that the foregoing conditions will be met.

ALLOCATIONS: As needed

LIMITATIONS:

Program supplement recipients must file with the principal, an approved planned program for activities during non-teacher duty days after the regular student school year (summer).

28. Yearbook - Senior High Only

QUALIFICATIONS:

The teacher must have primary responsibility for publishing a yearbook.

ALLOCATIONS: One (1) unit

29. Florida Future Educators of America (FFEA)

Sponsors should:

1. Introduce Florida Future Educators of America (FFEA) to the faculty. Emphasis should be placed on the need for more minority teachers;
2. Encourage teachers to submit names of potential participants;
3. Coordinate efforts to enhance the number of minority students involved in FFEA activities, including the specific activities below:
 - A. Facilitate surveys for the minority task force.
 - B. Provide assistance to targeted minority students.
 - C. Display posters and other materials supporting teaching and publicizing related activities.
 - D. Set up meetings for speakers, sessions with targeted minority students, and members of the minority task force.
 - E. Encourage minority students to do well in school, while attempting to reinforce their consideration of teaching as a profession.
4. Make announcements or set up booths to attract other interested students;
5. Send personalized invitations to potential participants. The invitations should include the name of the teachers who recommended the student;
6. Introduce the program to students at the first meeting;
7. Hold a reception for the parents of interested students;
8. Form a parent support group to help with fund-raising, transportation, etc.;
9. Collect student data for the Cooperative Scholars Program during the second meeting;
10. Submit student articles to the Cooperative Scholars Program for a monthly newsletter;
11. Participate in district FFEA activities.

30. Wellness Representative

QUALIFICATIONS:

The wellness representative must be a certified teacher that has been appointed to a full-time instructional positions by the School Board of Orange County.

DUTIES:

The wellness representative's primary duties shall include, but are not limited to: (1) serving as a liaison between the OCPS Employee Wellness Program (EWP) staff and personnel at the work location; (2) coordinating the implementation of wellness activities at the work location, including the

scheduling, promoting and evaluating of programs; (3) submitting activity reports and other required summaries as requested by proper EWP personnel; (4) promoting wellness activities to all work location employees; (5) attending training sessions designed to provide skills and support for each wellness representative; (6) coordinating inservice activities with the work location training and development representative; (7) representing school at all district meetings concerning wellness; (8) being responsible for the ordering, caring and upkeep of supplies and equipment; (9) providing for facilities in assigning or scheduling the wellness program; (10) communicating with the building administrator concerning scheduling of wellness programs and activities; (11) coordinating program efforts with respect to district program representatives; (12) coordinating wellness program with other school curriculum; (13) recruiting interested employees to become trained wellness instructors; (14) contacting community organizations and agencies about wellness activities; (15) promoting interest in the program through leadership, enthusiasm and guidance; (16) establishing and following county policies relating to health, safety and accidents; and (18) other duties that may be assigned by the work location supervisor.

ALLOCATIONS: One (1) unit
Supplement may be halved.

LIMITATIONS:

The wellness representative must be a member of the work location's faculty to which assigned. Also, the wellness representative must achieve at least 10 percent staff participation in the wellness program to qualify for the supplement.

APPENDIX C
GRIEVANCE FORM

REGISTER NUMBER _____

ORANGE COUNTY CLASSROOM TEACHERS
ASSOCIATION, INC.
SCHOOL BOARD OF ORANGE COUNTY, FLORIDA

The parties agree to use the following form to resolve disputes in good faith:

1. NAME _____ HOME PHONE _____
2. IMMEDIATE SUPERVISOR _____ WORK LOCATION _____
3. APPLICABLE CONTRACT PROVISIONS _____
4. DATE OF VIOLATION _____
5. STEP 2
6. DESCRIPTION:
7.
8.
9.
10.
11.
12.
13. REDRESS SOUGHT:
14.
15.
16.
17.
18.
19.
20. _____ SIGNATURE _____ DATE _____
21. STEP 2: RESPONSE BY IMMEDIATE SUPERVISOR
22. DENIED GRANTED REASON:
23.
24.
25.
26.
27.
28.
29. _____ SIGNATURE _____ DATE _____
30. STEP 3: RESPONSE BY SUPERINTENDENT OR DESIGNEE
31. DENIED GRANTED REASON:
32.
33.
34.
35.
36.
37.
38.
39. _____ SIGNATURE _____ DATE _____
40. STEP 4: ASSOCIATION DECISION RE: APPEAL TO ARBITRATION
41.
42. () ACCEPT SUPT/DESIGNEE'S RESPONSE
43. () WAIVE APPEAL WITHOUT PREJUDICE
44. () APPEAL TO ARBITRATION
45.
46. _____ FOR THE ASSOCIATION _____ DATE _____

If additional space is required, please attach additional sheets, indicating the extension of the line of items above by the line number at the left.

1st - Evaluatee (Canary)
2nd - Evaluator (Pink)

ORANGE COUNTY PUBLIC SCHOOLS

Evaluatee: _____ School/Office: _____

Evaluator: _____ Date of Observation: _____

Class/Situation Observed: _____

Length of Observation: _____

DIRECTIONS: Record applicable statements in Part I regarding what you observed. If it appears that some areas need improvement, make your recommendation in Part II. Attach additional sheets if necessary.

PART II.	Specific Recommendations:	To be Completed on or Before	Recommendation Carried out
----------	---------------------------	---------------------------------	-------------------------------

Comments of Evaluatee (if any.) If more space is needed, attach page.

EVALUATOR: _____ DATE: _____

EVALUATEE: _____ DATE: _____

F1CTAC230
12/05/90

APPENDIX E

ORANGE COUNTY PUBLIC SCHOOLS

ASSESSMENT REPORT

WHITE - Department Personnel Services
CANARY - Evaluatee
PINK - Evaluator

S = Satisfactory
S/R = Satisfactory with
Recommendation
NI = Needs Improvement
NA = Not Applicable

Evaluatee: _____ School/Office: _____

Position: _____ Certification Held: _____

School Year: _____

Date/s/of Observation/s/: _____

DIRECTIONS: Using the major areas listed below, assess the performance of the Evaluatee. If any area is marked NI or S/R, please record your recommendation in the appropriate section below.

Major Areas of Responsibility	(Check)			
	S	S/R	NI	NA
1. Classroom Management and Discipline	_____	_____	_____	_____
2. Subject Matter Knowledge	_____	_____	_____	_____
3. Plan and Deliver Instruction	_____	_____	_____	_____
4. Evaluation of Student Instructional Needs	_____	_____	_____	_____
5. Methods and Techniques	_____	_____	_____	_____
6. Staff Relations	_____	_____	_____	_____
7. Student Relations	_____	_____	_____	_____
8. Parent/Community Relations	_____	_____	_____	_____
9. Professional Responsibilities and Ethics	_____	_____	_____	_____
10. Professional Growth/Educational Qualifications	_____	_____	_____	_____
11. Personal Characteristics	_____	_____	_____	_____

STRENGTHS/COMMENDATIONS: (If more space is needed, attach page)

SPECIFIC RECOMMENDATIONS: (If more space is needed, attach page)

COMMENTS OF EVALUATEE: (If more space is needed, attach page)

Contract Status: A1 _____; A2 _____; A3 _____; CC _____; PSC _____; Other _____

Evaluator's Signature: _____ Date: _____

Evaluatee's Signature: _____ Date: _____

(My signature does not necessarily imply agreement with the assessments, but acknowledges that I have discussed them with the evaluator.) ALL ITEMS SHOULD BE CHECKED BEFORE AFFIXING EVALUATOR'S SIGNATURE. (If more space is needed, attach page.)

Note: Changes in number 2, 5, 7 and 10 reflect changes in Florida Statute 231.29.

APPENDIX F

1990-91 SCHOOL YEAR CALENDAR

August 21 - 24 (T-F)	Teacher Pre-Planning
August 27 (M)	First Day of Class
September 3 (M)	Labor Day Holiday/Teacher Paid Holiday
October 26 (F)	End First Marking Period (44 Days)
October 29 (M)	Teacher Workday/Student Holiday
October 30 (T)	Begin Second Marking Period
November 22-23 (Th-F)	Thanksgiving/Teacher Paid Holidays
December 24 - January 4 (M-F)	Winter Holidays
January 17 (Th)	End Second Marking Period (46 days)
January 18 (F)	Teacher Workday/Student Holiday
January 21 (M)	Teacher Paid Holiday/Student Holiday
January 22 (T)	Staff Development Day/Student Holiday
January 23 (W)	Begin Third Marking Period
February 18 (M)	Teacher Paid Holiday/Student Holiday
March 28 (Th)	End Third Marking Period (46 Days)
March 29 (F)	Teacher Workday/Student Holiday
April 1 - April 5 (M-F)	Spring Holidays
April 8 (M)	Begin Fourth Marking Period
May 27 (M)	Teacher Paid Holiday/Student Holiday
June 7 (F)	End Fourth Marking Period (44 Days)
June 10-11 (M-T)	Teacher Post-Planning

1990-91 Paid Holidays for 12-Month Employees

July 4 (W)	Independence Day
September 3 (M)	Labor Day
November 22-23 (Th-F)	Thanksgiving
December 24-25 (M-T)	Winter Holidays
January 1 (T)	Winter Holidays
January 21 (M)	Dr. King Day
May 27 (M)	Memorial Day

APPENDIX G

SCHEDULING VARIATIONS

- A. The parties recognize that certain conditions or programs may require variations from specific contracted terms as they apply to the majority of teachers. Irregular scheduling shall be voluntary and can be used only when insufficient student enrollment exists to justify a regular assignment of that teacher. The standard of student enrollment shall not vary unreasonably from current standards.
1. Current standards shall be defined as:
 - a. Vocational classes with a school-wide average of fourteen (14) students, including Cooperative Education, with no class less than ten (10).
 - b. Adult General classes with a school-wide average of twenty (20) students, with no class less than sixteen (16).
 - c. Exceptions to the current standards shall be considered on an individual program basis.
 2. Programs involving irregular schedules for adult vocational teachers and flexible schedules shall be permitted subject to this appendix.
 3. When it appears that a need for irregular scheduling exists, and no alternative is available, the supervisor shall either post a notice or hold a meeting with the affected teachers indicating his intent to place a teacher on an irregular schedule at least ten (10) working days prior to said assignment. Volunteers shall be selected, taking into consideration seniority, certification and job experience. When certification and job experience are equal, preference shall be given to the most senior teacher that volunteers for the assignment. If no volunteers are available, then the supervisor shall select the least senior qualified teacher eligible for a teaching assignment in the area affected.
 4. A teacher who volunteers or is assigned to an irregular schedule shall be informed of the reason or reasons for the assignment and the specific duration of the assignment. Said duration shall not exceed forty-five (45) student contact days at which time the program will be re-evaluated. The Board and the Association may mutually agree to extend the duration up to one (1) school year because of specific program needs. Said agreement shall be reduced to writing. If sufficient enrollment then exists, the teacher shall be returned to a regular schedule. If requested by the teacher, the reason and terms of the assignment shall be reduced to writing and given to the assigned teacher.
 5. A teacher assigned to an irregular schedule shall be given at least two (2) weeks advance notice before being assigned to an irregular schedule.
 6. Teachers who are assigned to irregular schedules that require of them to work hours between 5:30 p.m. and 7:00 a.m., weekends, or split shifts shall be compensated at the rate of 1.10 times their regular salary. Teachers assigned to irregular schedules under this provision will not be required to work in excess of $37\frac{1}{2}$ hour per week. Split shifts shall be defined as a shift that is not continuous. If a teacher is assigned to a split shift, the teacher shall be given the option of working one shift in lieu of a split shift.

7. A teacher who is assigned to an irregular schedule that requires a teacher to regularly work forty (40) hours per week exclusive of meal breaks shall be paid at the base rate of 1.15 times their regular teaching salary.
- B. The Board currently employs teachers who are working flexible hours within the regular work day. For these teachers and teachers having similar needs, the parties agree that said teachers can voluntarily agree to compensatory time on a flexible schedule in lieu of a paid differential so long as they do not work in excess of $37\frac{1}{2}$ hours per week. If the work week is occasionally extended beyond 37.5 hours in order not to disrupt the quality of the program, the excess hours shall be accrued under the provisions of Article XVI, A.6.
- C. Physical and Occupational Therapists who are assigned to an irregular schedule that requires a teacher to regularly work forty (40) hours per week exclusive of meal breaks shall be paid at the base rate of 1.15 times their regular teaching salary.
- D. This appendix shall not be applied in an arbitrary, capricious or discriminating manner and every reasonable effort shall be made to avoid creating the need for irregular schedules.

APPENDIX H

SABBATICAL LEAVE

1. **Qualifications** - Sabbatical leave may be granted to one (1) or more of the aforesaid persons, after each seven (7) continuous certificated years of satisfactory service in Orange County, if such person is not within five (5) years of compulsory retirement.
2. **Compensation** - A person granted sabbatical leave for further study shall receive 75% of the gross monthly salary based upon the current salary schedule for the year of leave which said applicant would be entitled to as a certificated employee and not on sabbatical leave. The annual salary will be established as the amount paid for the service normally performed by that classification of employee. Further, the actual (contracted) salary shall not include supplements, summer school compensation or other compensation for services outside of the basic contract. The Board shall continue to provide all employee fringe benefits.
3. **Maximum Pay** - Fellowships, NDEA Institutes, and other aid shall not affect sabbatical leave pay.
4. **Number of Sabbatical Leaves** - The determination of total number of sabbatical leaves remains solely in the discretion of the Board and does not guarantee any particular number of sabbatical leaves.
5. **Applications** - Applications for sabbatical leave must be filed in writing with the Superintendent not later than March 15, prior to the school year for which sabbatical leave is requested. The course of study and acceptance for enrollment must accompany the request. The Superintendent should notify the applicant of tentative approval or denial by April 15. The School Board should take final action of approval or denial by May 15.
6. **Order of Consideration** - The order in which the approved applications for sabbatical leaves will be considered shall be based on the following formula:
 - a. Count one (1) point for each year in Orange County Public Schools in excess of seven (7) consecutive years. Persons in each category shall be considered in descending order of their accrued points. Sabbatical leave time does not count as a point.
 - b. In case of a tie, the applications shall be referred to the Association for recommendations to the Superintendent.
 - c. Applications for subsequent sabbatical leaves after the first shall not be considered until all applications for a lesser number of sabbatical leaves have been considered. To be eligible for a subsequent leave, one must have seven (7) consecutive years of service subsequent to the previous sabbatical leave.
 - d. One half ($\frac{1}{2}$) of the sabbatical leave granted in a year may be selected in areas of critical need according to the following:

The School Board may identify up to three (3) areas of teacher certification within the bargaining unit where a critical need exists. The Board shall post an announcement at each worksite by December 1 of each year inviting teachers to apply for sabbatical leave for purposes of retraining in the identified area of critical need. The order of selection of such persons shall be done in the same manner as set forth above. This shall not preclude

a teacher applying for a sabbatical in an area of critical need from also being considered with applicants for sabbaticals in other areas.

7. Recipient Responsibility - Once accepted, the applicant cannot withdraw the sabbatical leave request except under extreme hardship and with the recommendation of the Superintendent.
8. Requirements During Sabbatical Leave - Each teacher of the School Board attending college on sabbatical leave shall be enrolled as a full-time student and shall pursue not less than the number of college semester hours required of the average student enrolled at such institution taking graduate work for an advanced degree. A record of all credits earned shall be filed with the Superintendent at the end of each grading period. The sabbatical leave for any recipient not successfully completing a course or with an incomplete grade, may be cancelled upon the recommendation of the Superintendent.
9. Status of Recipient on Leave - Sabbatical leave is not to be considered a termination or breach of contract of employment. A teacher on leave shall, the following school year, be returned to the same or comparable position in the area previously held and at no less than the salary earned in contract the year immediately preceding the sabbatical leave, but to include any salary increases for the classification of the employee in the current salary schedule. Sabbatical leave shall not constitute a year of teaching experience.
10. Cancellation of Leave - Should the Superintendent have evidence at any time that the teacher is not in good faith attempting to earn the required semester hours, or that he is employed full-time or is violating his agreement in obtaining a sabbatical leave, the salary payments shall be discontinued.
11. Service Following Sabbatical Leave - Teachers granted sabbatical leave must serve under contract with the School Board for a minimum of one (1) year following the expiration of their leave. As evidence of indebtedness to the District for monies paid to the recipient during sabbatical leave, the recipient shall execute a promissory note in a form approved by the School Board and in a sum equal to the amount paid by the School Board to such employee during sabbatical leave. Twenty (20) percent of said note and all of the accrued interest for such year will be cancelled and forgiven at the end of each year's consecutive service following the sabbatical leave.
12. In the event the recipient resigns from the District within said five (5) year period, then such event will accelerate the maturity of the entire note, the same as if it had been specified in such note for it to mature on that date. In the event of the recipient's death, disability or dismissal, the balance (principle and interest) due shall be cancelled in full without any further payment.

APPENDIX I

SUMMER EMPLOYMENT VARIATIONS

- A. If the work week for the summer session is modified from a normal five-day work week to a compressed four-day work week, the following contractual variations shall apply to Secondary School teachers. Adult Vocational School teachers, bargaining unit administrative office employees, and Bargaining unit 12-month employees:
1. The compressed four day work week shall be Monday through Thursday. When July 4 falls on a Tuesday or Thursday, the work week shall be three (3) days and the week immediately preceding this shall be a five (5) day work week.
 2. The full day shall be 9 hours and 22 minutes in length with the required on-site portion of the day to be 8 hours and 30 minutes consecutively. This will include a 30-minute duty-free lunch. Teachers are permitted to leave the worksite during their duty-free lunch. The one-half day will be 4 hours and 41 minutes in length with the required on-site duty portion of the day to be 4 hours consecutively excluding lunch.
 3. The student contact time per day shall not exceed 6 hours and 16 minutes. This shall be no more than 3 hours and 8 minutes per one half day.
 4. Teachers are entitled to daily breaks of 22 minutes per one half day. The placement of the breaks is at the discretion of the teacher with the approval of the immediate supervisor.
 5. Payment for said day shall be computed by taking the teacher's daily rate, as specified in Article XVIII, C times 1.25. One half of a day will be pro-rated by multiplying the above rate by 0.625.
 6. Teachers shall have a daily on-site planning period of at least 30 minutes per full day, or 15 minutes per one half day.
 7. Utilization of sick leave and personal leave shall be pro-rated on the hours scheduled per day. A deduction of 9.35 hours will be used for a full day of absence and 4.65 hours for a one-half day.
- B. The terms and conditions of employment for teachers working during the summer for specific periods of time in the Elementary Schools, on Writing Teams, in Exceptional Education areas, and other Extended Contracts, except as otherwise specified herein shall be as per contract. The one exception shall be the work week being Monday through Thursday.
- C. Teachers working in areas where conditions or programs require scheduling variations as listed in Appendix G shall be employed or shall continue to be employed under the terms and conditions of Appendix G, specifically working a normal five-day week.

D. Teachers working in the summer shall accumulate sick leave using the following formula:

<u>Hours Worked</u>	<u>Hours Accumulated</u>
0 - 36.75	0
36.76 - 110.25	3.75
110.26 - 183.75	7.5
183.76 - 257.25	11.25
257.26 - 333.75	15

E. All other terms and conditions of employment not specifically outlined in this Appendix shall remain unchanged and shall be in full force and effect.

APPENDIX J

SEVEN PERIOD DAY

- A. The parties recognize that legislative action requires implementation of a seven period day in high schools. Recognizing that this circumstance creates unusual conditions, the parties agree that:
1. In high schools certain teachers may be required to teach six of seven periods.
 2. The Board shall make reasonable efforts to minimize the number of high school teachers required to teach more than the standard five (5) periods per day.
 3. Teachers required to teach six periods shall not be assigned a duty period.
 4. Teachers required to teach six periods because of the legislative changes shall receive an annual salary supplement of one thousand (\$1,050) dollars.

APPENDIX K
YEAR-ROUND SCHOOLS

1. Transition to Year-round Schools

- A. A pilot year-round schools program shall be conducted in the following schools during the 1990-91 school year:

Aloma Elementary
Palm Lake Elementary
Tangelo Park Elementary

- B. The district shall notify the Association as far in advance as feasible before changing any school to or from year-round status. It is anticipated that planning for the transition of a school to or from year-round status shall begin no later than the beginning of the second semester. If emergency situations should arise which would necessitate a transition in less time, the board agrees to notify the Association as soon as possible, to negotiate the impact of the shorter notice as it will affect teachers.
- C. Unless mutually agreed to negotiate separately, the parties agree that procedures implemented for the pilot schools shall apply to other elementary schools converted to year-round status.
- D. A joint task force on year-round schools shall be established to oversee the process of transition to year-round schools. The Association and the Board each shall appoint five (5) persons to serve on this task force.

2. Work year

- A. The year-round schools work year shall include 180 instructional days adjusted to accommodate intersessions for approximately 15 days each.
- B. All teachers shall be scheduled for ten (10) non-student contact days and six (6) paid holidays. Non-student contact days and paid holidays provided in accordance with Appendix F or subsequent negotiations shall be adjusted to correspond with year-round schools instruction and intersessions.
- C. Teachers from year-round schools shall be considered for additional employment in intersession programs for which they are certified before additional employees are hired. Such consideration shall be given first to those teachers assigned to the work site.
- D. A teacher who serves students on more than one track in a multi-track school and whose program continues during intersessions shall be offered employment for days beyond the normal work year. Such employment, if accepted, shall be for all of the days when a multi-track school is in session during a fiscal year. In the event the teacher transfers to a traditional school or the school returns to traditional status, there shall be no expectation of continued extended employment.
- E. Nothing herein shall prohibit mutually acceptable agreements between teachers and their principal to divide work assignments through options approved by the district.

3. Assignments and Transfers

Transfers to and from year-round schools shall be in accordance with the provisions of Article VIII except that a teacher seeking a voluntary transfer out of a year-round school may be interviewed for vacancies prior to and/or during the time involuntary transfers are being assigned. Such teachers shall be offered a position prior to the assignment of other voluntary transfers or new hires. If the teacher declines such offer prior to the start of the voluntary transfer period, the teacher may apply for a voluntary transfer through the normal procedures contained in Article VIII.

4. Track Assignments

- A. Notwithstanding the provisions of Article VIII, Section C., teachers in year-round schools shall receive notice of their tentative teaching assignments (grade level) by April 10, and shall be assigned to tracks by April 20 of each year.
- B. Assignment of teachers to tracks shall be done according to the following procedures when initial track assignments are made.
 - 1. Teachers on a given grade level and the principal shall mutually agree upon track assignments.
 - 2. If mutual agreement cannot be reached, teachers shall be assigned to tracks on the basis of greatest seniority.
- C. Assignment of teachers to tracks in subsequent years shall be done according to the following procedure:
 - 1. Teachers who wish to change track assignments and the principal shall mutually agree on changes. Other teachers will be unaffected.
 - 2. If mutual agreement cannot be reached, the affected teachers shall be assigned on the basis of greater(est) seniority.
- D. The board will make every effort to ensure that the track assignment of a teacher is similar to the track of the teacher's child(ren) who attend(s) a year-round school.

5. Vacancies

- A. A teacher filling a position at a year-round school shall be assigned to the track designated for that position in the vacancy listing.
- B. The District shall provide the Association a listing of all vacancies in accordance with Article VIII.

6. Room Assignments

- A. A teacher on a grade level in a multi-track school shall rotate room assignments unless a roving teacher is designated to move from room to room.
- B. A roving teacher shall be chosen only from volunteers. If more than one volunteer exists, the roving teacher shall be designated on the basis of greatest seniority.

- C. Roving teachers shall be granted privileges agreed to by teachers on that grade level, and approved by the principal.

7. Substitutes

- A. Teachers from year-round schools may substitute on days that are not scheduled as duty days. These teachers shall be given preference for substituting in the following order: in their own schools, in other year-round schools, and in traditional elementary schools. In addition, nothing shall preclude these teachers from substituting in other traditional schools. Nothing herein shall restrict the district from excluding certain teachers from substituting in accordance with normal procedures.
- B. Teachers assigned to year-round schools who are used as substitute teachers shall be compensated at their regular hourly rate of pay.

8. Payroll Procedures

- A. Teachers shall be paid on a biweekly schedule beginning on the third week of their scheduled employment.
- B. The number of checks to be issued will correspond to the length of time from the first to the last day of employment.

9. Working Conditions

- A. The district shall supply each teacher with instructional materials, supplies, facilities and equipment in accordance with Article XXI.
- B. The district shall provide lockable storage for personal materials and supplies for teachers during intersession.

10. Assessment Procedures

- A. Assessment procedures for teachers in year-round schools shall be done in accordance with provisions of Article X.
- B. Adjustment and time lines shall be made to provide comparable periods within the track assignment of a teacher for the purpose of observations and assessment.

APPENDIX L

A. Health Insurance

1. The daily room rate allowance shall be at least one hundred and seventy-five dollars (\$175) for out-of-network hospitals.
2. The co-insurance factor shall be eighty (80) percent of the first five thousand dollars (\$5,000) and one hundred (100) percent for any costs over five thousand dollars (\$5,000). The maximum lifetime benefit shall be no less than \$500,000 per teacher with a \$250,000 lifetime maximum per specific illness. Out-of-network co-insurance shall be 70 percent of the first \$10,000, up to an out-of-pocket maximum of \$3,000 per year for an individual or \$6,000 for a family. One hundred percent (100%) will be paid for any costs over \$10,000 in one year. Out-of-pocket expenses do not include any deductibles.
3. The cost of a second or third diagnostic opinion, when required by the plan, Hospice treatment to \$7,500 and child health supervision services shall be covered at 100 percent in and out-of-network.
4. The deductibles shall be as follows:

<u>INCOME</u>	<u>IN-NETWORK</u>		<u>OUT OF NETWORK</u>	
	<u>INDIV.</u>	<u>FAMILY</u>	<u>INDIV.</u>	<u>FAMILY</u>
to \$10,000	100	200	200	400
\$10,000-\$40,000	200	400	300	600
over \$40,000	300	600	400	800

In-network and out-of-network deductibles shall not accumulate separately. Deductibles paid during the last three months of the calendar year shall apply toward the next calendar year.

5. Board shall provide a PSC prescription plan at \$2 charge for generic drugs for a 30-day supply and \$5 charge for brand names for a 30-day supply at participating network pharmacies. Employees using out-of-network pharmacies for prescription drugs are covered at 70% of the cost after their deductibles are met.
6. The pre-certification/utilization review program will require the submission of a written form to the third party administrator seven (7) working days prior to non-emergency surgery (in- or out-patient). Concurrent review will be performed during admission to a hospital. Pre-certification is mandatory on non-emergencies and will result in a \$500 penalty on the in-network physician if not followed. Emergency admissions must contact the Third Party Administrator (TPA) within 24 hours following the admission.
7. A Preferred Provider (PPO) Program of network doctors, hospitals and pharmacies shall be available. Deductibles shall be as mentioned in D above under in-network. Co-insurance shall be 90 percent of the first \$10,000, with a maximum out-of-pocket of \$1,000 per individual or \$2,000 per family. Out-of-pocket does not include deductible.

8. Preferred Provider Organization coverage for medically necessary home health care.
9. The cost of nursery care for a newborn child during the mother's hospital stay shall be included in the policy.
10. If a teacher and his/her spouse are both employees of the Board, the Board agrees to combine their health insurance contributions and apply same toward family coverage.
11. Effective date of health insurance for a teacher newly hired shall be the first day of the month following 63 days from the date of hire.
12. The parties agree that a voluntary Health Maintenance Organization plan or plans shall be made available, as required by Federal law, in lieu of group medical insurance. The plan or plans shall be negotiated with the Association prior to its implementation.
13. Health insurance coverage for the employee terminates at the end of the month in which employment terminates or following any unpaid leave of absence for which continuous premium payments have not been made.
14. A PPO of mental health and chemical dependency services shall be available to employees of Orange County and their dependents subject to co-insurance payments.
15. In the medical indemnity plan of the Orange County Public Schools cases involving life-threatening illnesses where an experimental or investigative treatment or procedure is recommended as having merit by a licensed board-certified specialist, in lieu of conventional medical procedures recognized by a national medical authority, such as (but not limited to) the National Institute of Health, the American Medical Association, or the Food and Drug Administration, major case management may be requested by the affected employee.

The parties agree to refer the request to a medical review panel to review the recommended experimental or investigative treatment or procedure, excluded from the contract, that may be considered as an alternative treatment or procedure. The five (5) permanent members of the panel shall be a representative from the Association, a representative from the Board and three (3) medical representatives agreed to by the Association and the Board. The representatives from the Association and the Board will not have voting power. The five (5) permanent panel members shall mutually agree on the other panel members from medical specialties that would be needed to resolve each special case.

An experimental or investigative treatment or procedure may be recommended by the panel if the following criteria are met: (1) the illness is life-threatening; (2) the experimental or investigative treatment or procedure is recommended as having merit by a licensed board-certified specialist, in lieu of conventional medical procedures recognized by a national medical authority such as (but not limited to) the National Institute of Health, the American Medical Association, or the Food and Drug Administration; (3) the experimental or investigative treatment or procedure is conducted by a JCAHO accredited hospital and a licensed board-certified specialist; (4) the experimental or investigative treatment or procedure is recognized as having merit by national medical experts; (5) the affected employee must fit the provider's qualifications to be a candidate for such treatment or procedure; (6) the affected employee is fully informed of the treatment or procedure and acknowledges that the treatment or procedure is experimental or investigative; and (7) the affected employee requests to

participate in the treatment or procedure after analyzing the benefits and the risks. The panel shall make a major case management recommendation to the Trustees for final action. The Trustees may reject the recommendation if it does not meet the above criteria. The panel shall meet, deliberate and recommend and the Trustees will take final action in an expeditious manner.

B. Family Coverage:

1. A teacher may apply the Board's contribution toward family coverage of health insurance available through payroll deduction.
2. Payroll deduction to be two times per month. Any additional cost to be the responsibility of the teacher.
3. Tiered family health insurance and catastrophic coverage will continue to be discussed by the Fringe Benefit Committee.

C. The Association shall be provided with a copy of the insurance policies.

D. Health insurance comparable to that provided for active employees shall be made available, subject to normal limits imposed on such benefit plans, to individuals who have completed retirement. The cost of the premium shall be borne by the retired teacher. The Insurance Committee shall develop procedures under which retiring teachers may elect to forego terminal pay as specified in Section I in exchange for an equal application of such monies toward a health insurance premium. Additional benefits for retirees shall be studied by the Fringe Benefits Committee.

E. Alternative to Health Insurance

1. The Board agrees to provide, at no cost to the teachers, the following voluntary alternative to health insurance. The alternative, if chosen by the teacher, will replace the current health insurance program as defined in Section A above.
 - a. A two hundred and twenty-five dollar (\$225) per day in-hospital indemnification plan and an additional ten thousand dollar (\$10,000) term life insurance policy, and ten thousand dollars (\$10,000) accidental death and dismemberment coverage, and the PSC prescription plans outlined above.
 - (1) A disability program and a vision insurance program.
 - b. Eligibility for an alternative to health insurance shall be dependent upon having group health insurance coverage from another source.
 - c. A teacher may re-enroll in the health insurance program. Re-enrollment shall be subject to the normal waiting period for new teachers unless unusual circumstances arise which would result in the teacher having no group health insurance coverage.

F. When the current health insurance benefit program is to be rebid, the Association shall have an opportunity to review the specifications prior to its being released for bid. The Fringe Benefits Committee shall participate in the development of specifications prior to submission and review of the bids prior to the time of award.

G. Life Insurance

1. The Board agrees to provide each teacher regardless of age, with a term life insurance policy equal to the annual salary of each teacher including accidental death and dismemberment coverage (extended contracts and supplements not included). Cost of this insurance will be paid by the Board.
2. In the event a beneficiary has not been designated by the insured, the Board shall pay the benefits under the policy to the estate of the deceased.
3. The Association shall be provided with a copy of the insurance policy.

H. All teachers shall be covered by Worker's Compensation Insurance, except as excluded by Article IV.

I. The Board agrees to provide teachers with the use of payroll deduction for obtaining long-term disability and additional life insurance, however, the total cost of the premium shall be borne by the teacher. Additional life insurance coverage shall be available in the amounts of:

1. \$10,000 or \$30,000 and,
2. \$40,000 and additional amounts of \$10,000 decreasing term life insurance.

J. The Fringe Benefits Committee shall review and report in writing by February 1, 1991, to the Board and the Association on the following issues: 1) any recommended changes and/or improvements in the Sick Leave Bank, 2) a cost analysis of a board-paid disability insurance program and guidelines for coordination with the Sick Leave Bank, and 3) the incorporation of wellness incentives in the District's benefit programs.

APPENDIX M
WORKER'S COMPENSATION

1. The Board agrees to provide benefits as authorized by Florida Statutes to provide worker's compensation for teachers who may be injured while on duty.
2. The Board and the Association agree to develop basic safety rules appropriate for teachers in Orange County.
3. The Board agrees to provide safety equipment that may be required by the safety rules developed by the parties.
4. The Board agrees to develop staff development programs that the parties agree are necessary for the implementation of the safety program. The Board and the Association agree to utilize writing teams to create staff development programs emphasizing safety in the workplace, such programs to be developed and in place by September 1, 1990.
5. The Association agrees that all teachers will promptly report all accidents resulting in injury to their building principal or designee. Medical care will be provided in accordance with the provisions of the worker's compensation program.
6. The Board agrees to provide the Association with copies of all applicable policies or regulations concerning worker's compensation. Teachers will be provided a summary of worker's compensation benefits.
7. The Board and the Association agree that insofar as stipulated by law, that the teachers who choose to have work-related injuries treated by physicians other than those on a designated panel may risk the loss of their worker's compensation benefits.

APPENDIX N
EDUCATIONAL SCHOOL REFORM

A. Restructuring

The Board and the Association will establish the framework of and nominate members to the school site restructuring oversight committee. This committee will have two primary objectives: the creation of a school site education reform plan and the expansion of existing cooperative programs. A program subcommittee will be formed to recommend ways to expand existing programs and a budget subcommittee will recommend expenditures for these expansions. The oversight committee, as part of its plan, will design mechanisms to ensure efficient and cost-effective implementation of future school site restructuring activities as part of a school site restructuring grant funded by the Florida Department of Education.

B. Vocational Education

There shall be established a joint vocational education task force to study, review, and make recommendations regarding vocational education as it currently exists. A preliminary report shall be issued by December 1, 1990, and a full and final report by the end of the first semester of 1990-91. The Association shall appoint four (4) persons and the district shall appoint four (4) persons to this task force.

C. Assessment

Forms used in the process of assessment shall be those mutually agreed upon by a joint committee which shall be established by October 1, 1990. This committee's preliminary report shall be due by February 1, 1991, and the final report due by May 1, 1991. The Association and the district shall each appoint four (4) persons to this committee. The parties agree to begin final negotiations on the committee recommendations by April 15, 1991.

D. Safety

The Board and the Association agree to establish a standing committee of three to five members each to monitor and maintain an effective safety program with appropriate workers compensation benefits. The district agrees to provide reasonable resources to support the standing committee.

E. Year-round Schools

A joint task force on year-round schools shall be established to oversee the process of transition to year-round schools. The task force shall be composed with equal representation from the Association, the Board, and each of the other recognized bargaining units within the district.

F. Middle School

A joint oversight committee shall monitor and report on the implementation of the middle school concept.

G. Facilities Review

The superintendent or his designee shall meet with representatives of the Association in March of each year to seek input on the facility-related concerns of teachers.

H. Academic Freedom

The Association shall have the opportunity to provide input to any recommended revisions of the district grading and attendance policy.

- I. Both Parties are committed to the concept of progressive educational reform for the Orange County school system. To meet this goal, an educational task force shall be formed to discuss and conceptualize issues. Meetings will be held at least four (4) times per school year.

GLOSSARY

The parties agree to open negotiations no later than October 1, 1990, on the following glossary terms: assignment, contact time, flexible scheduling, subject area, work site, and other terms mutually agreed to. If agreement is not reached by December 1, 1990, each party shall submit on that date a definition of the terms subject to negotiations and these definitions shall automatically be subject to negotiations according to the time lines in Article II, A.

BOARD (OR SCHOOL BOARD)

Shall include, except where obvious by the context, appropriated administrative staff that may be delegated the authority and responsibility to implement this agreement.

BUSINESS DAY

Shall refer to a day that the central administrative offices are officially open for business.

CONTINUING CONTRACT

Refers to the contractual status of a teacher of a continuing nature and shall include a Professional Service Contract of a continuing nature (otherwise known as a PSC).

CORPORAL PUNISHMENT

Shall refer to the moderate use of physical force or physical contact that may be necessary to maintain discipline or enforce school rules.

DAY

Shall refer to a calendar day.

GRIEVANCE

Shall refer to a dispute involving the interpretation or application of a provision or provisions of this contract.

LONG-TERM LEAVE

Shall refer to any leave in excess of twenty (20) duty days except as specified in the Military Leave provisions of this contract.

NON-STUDENT CONTACT DAY

Shall refer to those days when teachers are required to be at work but students are not required to be in attendance as specified in this Contract.

PEER TEACHER

A peer teacher shall be defined as an experienced teacher who holds a valid regular certificate and teaches at the same level, in the same subject area, or the same service area as the beginning teacher, where possible.

PRE-PLANNING AND POST-PLANNING DAY

Shall refer to non-student contact days before and after the student year respectively.

PROFESSIONAL DAY

Shall refer to non-student contact day set aside for professional development.

SENIORITY

Shall refer to the length of time a teacher has served in the District and shall be determined based upon all continuous service as a teacher in the District.

STUDENT CONTACT DAY

Shall refer to days when students are required to be in attendance at school as specified in this contract.

SUPERINTENDENT OR HIS DESIGNEE

Shall refer to the Superintendent or county-level personnel to whom the Superintendent may delegate a responsibility in this contract. "Superintendent" shall be synonymous with this term.

SUPPLEMENTS

A supplemented position is a contracted position in which the teacher earns a supplemental salary for extra duties and responsibilities performed before, during or after the teacher workday.

TEACHER

Shall include all employees of the bargaining unit defined in Article I. Reference to male teachers will include female teachers and vice versa.

TEACHER DUTY DAY

Shall refer to those days that a teacher is required to be at work as specified in this contract.

WORKDAY

Shall refer to non-student contact day set aside primarily for grading and planning. Other duties may not exceed approximately one (1) hour.

INFORMATION ITEM

ORANGE COUNTY PUBLIC SCHOOLS

SICK LEAVE BANK ENROLLMENT/WITHDRAWAL FORM

Name _____ S.S.# _____
(Please Print)

School or Dept. _____ Position _____

Home Address _____
(Street) (City) (State) (Zip)

Date _____ Home Phone _____

ENROLLMENT ()

I hereby request that I be enrolled as an active member of the Sick Leave Bank. I understand that I must initially contribute one day of sick leave and may be asked to make future contributions at such time(s) as the Bank's available sick leave reaches 300 days. I further understand that membership is voluntary and that donated days will not be returned except as provided for in the Sick Leave Bank program.*

TERMINATION ()

I hereby request that my membership in the Sick Leave Bank be terminated.

(Signature)

*For additional information on the Sick Leave Bank refer to Article XIX K., of the Contract between the School Board of Orange County and the Classroom Teachers Association, or contact your Work Location Supervisor. Return to:

Orange County Public Schools, Personnel Department, P.O. Box 271, 434 N. Tampa Avenue, Orlando, Florida 32802



830769

This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.

Form Approved
O.M.B. No. 1220-0001
Approval Expires 1/31/90

MARCH 20, 1991

Chief Negotiator
Orange County Public Schools
Post Office Box 271
Orlando, FL 32802

PREVIOUS AGREEMENT EXPIRED
JUNE 29, 1990

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Orange County FL School Bd Classroom Teachers

WITH EDUCATION ASSOCIATION; NATIONAL
FLORIDA

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 7300 (instructional, guidance)
2. Number and location of establishments covered by agreement 125
3. Product, service, or type of business Public School System; K-12; Vocational
4. If your agreement has been extended, indicate new expiration date June 30, 1993

Rae Kelly, Administrative Technical Associate I

407/849-3239

Your Name and Position

Area Code/Telephone Number

Employee Relations, Orange County Public Schools, P.O. Box 271, Orlando, FL 32802

Address

City/State/ZIP Code